

June 18, 1904.

THE SOLICITORS' JOURNAL.

[Vol. 48.] 553

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The Solicitors' Journal and Reporter.

LONDON, JUNE 18, 1904.

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All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Current Topics.

WE REGRET to hear a very unfavourable report of the health of Mr. Justice WRIGHT. Everyone will hope that the apprehensions which are expressed may prove to be unfounded.

FEW LAWYERS had any doubt as to who would be Mr. Justice BRUCE's successor on the bench. Mr. BRAY, K.C., was considered to be marked out for appointment not only by his frequent services as Commissioner of Assize, but also by the complimentary remarks which it is said were addressed to him by the Lord Chancellor on his argument in a recent case before the House of Lords; and the general expectation has been fulfilled. It can hardly be said that the new judge owes his elevation to any very obvious superiority to other leading counsel at the common law bar. He is doubtless a learned man, an able man, and a man of much experience; so also are other leaders. He has, we believe, a quicker temper and perhaps less courtesy of manner than most other eminent counsel, but we have not heard of any manifestation of these characteristics while he has been presiding at assizes. The probability seems to be that he will make a sound, careful, and efficient judge.

THE RESIGNATION of Mr. Justice BRUCE has been the chief item of news in the King's Bench Division during the last week. The learned judge has always been regarded as one of the most painstaking and conscientious members of the bench, and the serious illness from which he has suffered for several years does not appear to have in the least affected his intellect, for we hear no complaint that he has shewn any lack of power to appreciate the cases which have been brought before him. The fact, however, that his right hand is disabled has wholly prevented him from taking notes of evidence, and this is no doubt a serious obstacle to the proper execution of the duties of a judge at nisi prius. The necessity of taking a full note of the evidence adduced at a trial in an English court

is peculiar to our system. And it is not required in all judicial inquiries in this country. Those who are familiar with Parliamentary Committee rooms know that the chairman and members of the committee rely upon notes taken by a shorthand writer. We remember to have heard that a learned judge, many years ago, went his first circuit with his arm in a sling, his marshal taking notes, and that his summings up in these circumstances were more effective than those which were afterwards given when his arm had regained its power. It is not likely, however, that the practice of requiring a note by the judge will be disturbed, especially as it has been extended to the Chancery Division, and, to a certain extent, to the county courts.

WE HAVE not had to wait long for a case in which it has been necessary to apply the law as to ancient lights laid down by the House of Lords in *Colls v. Home and Colonial Stores (Limited)* (1904, A. C. 179). In *Abbott v. Holloway*, heard before BUCKLEY, J., on the 2nd of June, the action was for an injunction to restrain the defendants from erecting buildings on the site of others which had been demolished so as to obstruct the ancient lights of the plaintiffs' premises. Evidence having been given that the proposed buildings would materially affect the light coming to the plaintiffs' premises and cause a nuisance, the learned judge referred the matter to a surveyor to say whether any damage at all had been done by the defendants. The question to be answered by the surveyor would be whether the erection of the defendants' buildings, having regard to their increased height, would depreciate to any and what extent the value of the defendants' premises, and whether the taking away of the light was sufficient to cause a nuisance. A consent order was made by which each side paid one-half of the surveyor's fees. This case is an illustration of the growing practice to refer questions requiring practical knowledge and experience to experts, but we hope that some effort will be made to keep the costs of these references within reasonable limits.

THE RECENT robbery of banknotes at Shipley, Yorkshire, says a correspondent, affords a fresh opportunity of considering the practical undesirability of the long established custom of paying in cash on the completion of a purchase of real property. It will be remembered that a sum of £1,100 in Bank of England notes was stolen from between the leaves of some books, where it had been placed in fancied security to await the completion of a real property transaction on the following day. It would, of course, be outside the province of these columns to discuss the facts and probabilities of this particular theft, but the incident calls attention to the serious danger which attends the possession of a large sum of money, even though more than ordinary precautions are taken to safeguard it. We remember a case in which, on a London completion, the money (a considerable sum) was brought by the client through the streets to the office of the solicitors in sovereigns wrapped up in a large red handkerchief. The question is whether in these days of increased banking facilities it is wise to stick uncompromisingly to the old-fashioned shibboleth of "cash on delivery." This was the proper, and indeed the only reasonable, method in days when banking was in its infancy, and a cheque or banker's draft was a fearsome instrument raising by no means groundless doubts of the solvency, not only of the drawer, but of the bank itself. But nowadays there would not seem to be any substantial objection to the delivery of a banker's draft on the completion of a purchase. In this case the vendor can rely on the stability of the bank as well as of the purchaser, and in most cases there could be no reason for even the temporary postponement of the handing over of the conveyance until the draft was paid. This latter system of completion is becoming more general, and real property transactions are not likely to suffer by its becoming invariable.

IT IS STATED that Mr. DOWIE, the minister of an American religious sect, who recently arrived in this country, was refused admission to several of the principal London hotels, and that he has in consequence threatened legal proceedings against them.

By the common law of England every person who keeps a common inn is under an obligation to receive, and afford proper entertainment to, every one who offers himself as a guest, if there be sufficient room for him in the inn and no good reason for refusing him; the remedy for a refusal to provide this entertainment being by action or indictment. The question would, therefore, be whether there was "good reason" for refusing Mr. DOWIE as a guest, and upon the question what is "good reason" there is less authority than might reasonably be supposed. It has indeed been held that where a person insists upon bringing with him dogs which are a nuisance to ordinary customers he may be refused admittance to an hotel, and we can easily imagine cases where the ordinary behaviour of the applicant for admission is such that the hotel-keeper might be justified in refusing to receive him. It has been said, on the other hand, that the innkeeper may not pick and choose his customers, and it is quite another question whether he may object to a traveller for something wholly unconnected with the manner in which he may be expected to conduct himself within the hotel. It will be remembered that before Mr. PICKWICK could be received in the inn at Eatanswill, he had to satisfy the landlord that he was "Blue," and it must often have happened that those who resort to particular hotels have had the greatest objection to the political opinions and speeches of those who offer themselves as their fellow guests. A landlord may reasonably, in deference to the opinions of his customers, find some excuse for declining to receive an unpopular visitor which would not be upheld in a court of law. But we cannot be surprised to hear little of legal proceedings against landlords for refusing to receive guests. The remedy by indictment is, to say the least, unattractive, and it is difficult in a civil action to give sufficient proof of damage.

WE PRINT elsewhere a letter from correspondents calling attention to what they conceive to be the effect of rule 336 (G.) of the Land Transfer Rules, 1903—an effect which, if their view is correct, is very singular. Rule 336 prescribes the "remuneration of solicitors in, or incidental to, or consequential on the registration of land and transactions in the registry," and after giving the remuneration for registration with an absolute or qualified title, and with possessory title, and for transfers and charges of registered land, it provides: "(G.) When a solicitor is concerned for the proprietor of land and also for a person taking a charge thereon, he is to be entitled to receive the charges of the solicitor of the person taking the charge, and one-half of those that would be allowed to the proprietor's solicitor up to £5,000, and on any excess above £5,000 one-fourth thereof. (H.) If the solicitor conducting the business acts on behalf of several parties having distinct interests proper to be separately represented, he is to be entitled to make for each such party after the first, an additional charge not exceeding £2 2s. in each case." Our correspondents suggest that in a case where a solicitor is acting for a purchaser of registered land, and also for a lender who is advancing money on registered charge for the purpose of enabling the purchase to be completed, the effect of clause (G.) is that the solicitor will get only the prescribed fees on half the purchase price of the land; and they shew that in the case which is before them this means that the remuneration for acting for both purchaser and lender will be less than if they were acting for the purchaser alone. But we doubt whether this is the effect of the rule. A reference to the rules to Schedule I., Part I. of the Remuneration Order will shew that the draftsmen of the Land Transfer Rules followed to some extent, though incompletely, the Remuneration Order Rules. Thus rule 3 prescribes that where a solicitor is concerned for both mortgagor and mortgagee he is to charge the mortgagee's solicitor's charges and one-half of those which would be allowed to the mortgagor's solicitor up to £5,000, and on any excess above £5,000 one-fourth; and rule 6, to which our correspondents refer, provides that where the same solicitor acts upon a contemporaneous conveyance and mortgage, he shall have only half the mortgage fees up to £5,000, and one-fourth beyond, but the full charges on the purchase-money.

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Now it will be seen that rule 6 of the Remuneration Order Rules has nothing directly corresponding to it in rule 336 of the Land Transfer Rules, but clause (G.) of the latter seems to correspond to rule 3 of the Remuneration Order Rules, and we should say that the words in clause (G.)—"when a solicitor is concerned for the proprietor of land and also for a person taking a charge thereon"—do not apply to the case of a contemporaneous sale and mortgage, but only to the case where the same solicitor is concerned both for the proprietor and the lender upon the creation of a registered charge. He is then to be allowed the full charges as the lender's solicitor and half the charges of the proprietor's solicitor. It is to be noticed that rule 336 does not distinguish between the remuneration of the solicitors to the two parties to transactions relating to registered land, and the reference in clause (G.) to the solicitor of the proprietor as being entitled to charge according to value supports the inference that the scale charges under rule 336 and Part II. of the second Schedule to the Land Transfer Rules apply equally to the solicitors for both parties. If this is so, it will be seen that clause (G.) is really an exception from the general rule laid down in clause (H.), for cases where the solicitor acts for both parties. He is entitled under that clause to make for the second party an additional charge not exceeding £2 2s. But in the case where he acts for mortgagee and mortgagor then he is entitled to remuneration according to clause (G.). Clause (H.), it should be pointed out, corresponds to some extent to rule 4 of the Remuneration Order Rules. But, as already stated, there is nothing apparently in rule 336 which corresponds to rule 6 of the Remuneration Order Rules, and clause (H.) cannot, we should say, be taken as applying where the same solicitor acts in different transactions such as a purchase and mortgage, even though they are contemporaneous. The inference seems to be that the solicitor acting for purchaser and lender in such a matter is entitled (1) to his proper fees as purchaser's solicitor calculated on the amount of the purchase-money, and (2) to the fees in respect of the charge according to clause (G.)—namely, one and a-half of the scale fees. This is materially different from the result suggested by our correspondents, but we offer it for consideration.

AN INNOVATION in the way of legislative restraint of trade is introduced by the Shop Hours Bill now before Parliament under Government auspices. We have had other Acts affecting shops and shop hours. In 1892 an Act was passed restricting the time during which a person under eighteen years of age may be employed. In 1899 an Act provided that seats must be furnished for the use of female assistants. Now, however, it is proposed to give local authorities power to compulsorily close shops altogether at certain hours; so that an adult man may be fined £1, £5, or £20 for selling a pound of tea over his own counter, according as it is his first, his second, or his third offence. Twenty pounds, however, is the maximum punishment for this crime; so that if a person chooses to open his shop and sell when others are closed, he may still make a profit out of the transaction if he can secure a return of over £20 on the evening's unlawful sales. The hour at which the local authority may order shops to be shut is not to be earlier than 7 p.m., except that on one specified day in the week it may be as early as 1 p.m. The authority may order all shops, or only certain kinds of shops, to be closed; but public-houses, chemists' shops, post offices, tobacconists' shops, refreshment rooms, newspaper shops, and railway bookstalls are exempt from liability to be closed. The Bill makes somewhat stringent regulations for securing that closing orders shall not be made against the will of a majority of any particular trade in any locality. If the local authority are satisfied that a case is made out for making a closing order, they have to give public notice of their intention to make such order, giving opportunity for objections to be made to the making thereof. If then they are satisfied that the occupiers of at least two-thirds of the shops affected approve, they may make the order. The order, however, must be confirmed by a Secretary of State, and must also lie on the table of each House of Parliament for forty days before it can become final and binding. If it becomes law, the

Bill will be easy enough to enforce as far as large shops are concerned. An early closing order, however, will often bear very hardly upon the proprietors of very small shops, and no doubt there will be a large number of prosecutions for infringements. Where a working man has forgotten to buy bread for his supper, what is he to do? He can go round the corner and tap at the door of his baker and ask for a loaf, but the baker may be prosecuted if he sells him a loaf. Clearly the only thing to do is for the man to go to the public-house, which cannot be closed compulsorily at seven o'clock. The Bill, however, does not forbid the baker to open his shop as soon as midnight has struck, and a new day arrives. If, therefore, the hungry man can wait till then, he may after all get his loaf before going to bed.

THE CASE of *Re Jeanne Theodora Gross*, which was decided by BARNEs, J., on the 12th of May, will not have escaped the attention of those who have had occasion to consider the question how far a change of domicil affects the validity of a will. The case turned upon the construction of the Wills Act, 1861 (commonly known as Lord KINGSDOWN'S ACT). There seems to be good ground for assuming that the English courts before the passing of this Act would have held that a will invalid in point of form by the law of the country where the testator was domiciled, must be considered invalid, though perfectly valid according to the law of the country where the will was executed. Thus if a testator, while domiciled in France, made a holograph will in the form allowed by the law of France, but not duly executed according to the English Wills Act, and afterwards died domiciled in England, his will would have been held invalid in this country. The Act, which is entitled "An Act to amend the law with respect to wills of personal estate made by British subjects," by section 1 enacts that wills made out of the kingdom by British subjects are to be admitted to probate if made according to the law of the place where made; and by section 2 that wills made in this kingdom by British subjects are to be so admitted if made according to the law in force in that part of the kingdom where they were made. By section 3 it is enacted that "No will or other testamentary instrument shall be held to be revoked or to have become invalid, nor shall the construction thereof be altered, by reason of any subsequent change of domicil of the person making the same." We come now to the facts of this particular case. The testatrix died in 1903, leaving the plaintiff, her husband, surviving, and the five defendants, her children. She was married to the plaintiff in Holland in November, 1868, they being at the time Dutch subjects domiciled in Holland. A week before the marriage, after the execution of the marriage articles, she made her will before a notary in accordance with the formalities required by Dutch law. In 1889 the plaintiff abandoned his domicil in Holland, and from that time he, and consequently the testatrix, acquired a domicil in England. By the law of Holland marriage does not revoke a will. The plaintiff moved for probate. The only question debated appears to have been whether section 3 was confined to British subjects or included foreigners domiciled in England, so that the marriage of the testatrix did not effect a revocation of the will. In the last edition (third) of Mr. FOOTE'S work on *Private International Jurisprudence*, at p. 268, the learned author says: "This section is not in terms confined to the wills of British subjects, but, having regard to the title of the Act, . . . it is difficult to see how it could be extended to the wills of foreigners who should have acquired a British domicil between the time of making their will and that of their death." And in more than one case in the Probate Division it has been assumed that the Act only applies to British subjects, though there is no express authority on the construction of section 3. But no reason on the score of convenience could be suggested for refusing to extend the section to foreigners, and it has frequently been held that the title is not part of a statute and ought not to cut down the enacting words of a section which go beyond the title. The learned judge, after taking time to consider, held that the words of the section ought not to be construed in their restricted sense, and that the change of domicil did not effect a revocation of the will. He also expressed a doubt whether, apart from section 3, the will should be treated as invalid, inasmuch as it might reasonably be held

that it remained valid up to the time of the change of domicil, and ought not to be treated as invalidated subsequently owing to change of domicil. It is unnecessary to consider how far this doubt is in accordance with the authorities. The construction placed upon the section will, we think, meet with general approval.

IN THE case of *Bruce v. Harrod's Stores (Limited)*—an action for damages for personal injuries caused by the bolting of the horses in a hired brougham—which was tried before LAWRENCE, J., and a special jury last week, it was contended that the accident was due to the negligent failure of the defendants to supply proper horses. The defendants gave evidence to shew that they had no reason to believe from previous experience of the horses that they were unsafe, so that what had happened was the result of inevitable accident. The learned judge directed the jury according to the rule laid down in *Hyman v. Nye* (6 Q. B. D. 685), and they found a verdict for the plaintiff. In *Hyman v. Nye* LINDLEY, J., states the law as follows: "A person who lets out carriages is not responsible for all defects discoverable or not, he is not an insurer against all defects . . . he is an insurer against all defects which care and skill can guard against. His duty appears to me to be to supply a carriage as fit for the purpose for which it is hired as care and skill can render it, and if whilst the carriage is being properly used for such purpose it breaks down, it becomes incumbent on the person who has let it out to shew that the breakdown was, in the proper sense of the word, an accident not preventible by any care or skill." Perhaps we do not correctly understand this ruling, but it appears to us to attach no importance to the price paid by the hirer of the vehicle. If the same standard is to be applied to the jobmaster who receives a comparatively small sum for the hire of his carriage as where the consideration is of a more liberal character, we think the conditions imposed upon him are rather hard. The practice of hiring carriages is likely to increase, and this increase is parallel with a general increase in the traffic in our streets. Those who let out carriages and horses will probably find that, like employers of workmen, they can only protect themselves against heavy claims for damages by insurance.

THE ANSWER to a correspondent, who wrote last week to impugn our statement that under the Licensing Bill appeals from the decisions of the brewster sessions of a county borough refusing to renew licences on public grounds will be to the whole body of local justices, and not to quarter sessions, is given in a letter from the Solicitor-General to Mr. HENNIKER HEATON, M.P., published by the parliamentary correspondent of the *Times*. Sir EDWARD CARSON says that "in a county borough, so far from its being true that the powers of local justices are decreased, the contrary is the fact. Hitherto, when the renewal of a licence was refused, an appeal lay to the quarter sessions of the county. Under the Bill in a county borough the matter will be referred from the brewster sessions to the whole body of local justices, and there will be no reference to quarter sessions of the county."

It is announced that Friday, the 24th inst., having been appointed for the observance of His Majesty's birthday, the judges of the Supreme Court will not sit at the Law Courts on that day.

Before the rehearing of the appeal in the great case of *The General Assembly of the Free Church of Scotland v. Lord Overton and Others*, the Lord Chancellor said that he had wished Lord Kinross to attend, but his lordship stated that, as he had given several opinions on the questions which were being submitted to the House, he was afraid his mind might be prejudiced, and, therefore, begged to be excused. The law lords hearing the case are the Lord Chancellor, Lord Macnaghten, Lord Davy, Lord James of Hereford, Lord Robertson, Lord Lindley, and Lord Alverstone.

At the sitting of the House of Lords on Monday, Mr. Balfour Browne, K.C., applied for the advancement of the appeals from the decisions of the Court of Appeal on the amounts of compensation to be paid to the several water companies under the awards of the Board of Arbitration. He stated that the 24th of June was the date proposed for the transfers of the undertakings, but until a decision was given by their lordships the board could not fix the sums necessary for completion of the purchases. The Lord Chancellor said that it might be unfair to other suitors to advance these appeals; but if Sir Edward Fry would send him a letter in confirmation of Mr. Balfour Browne's statement, their lordships would consider the question.

Succession Duty on Transferred Successions.

THE decision of the Court of Appeal in *Attorney-General v. Duke of Northumberland* (1904, 1 K. B. 762) is important as shewing that the construction placed by JESSEL, M.R., in *Re Cooper and Allen v. Harlech* (4 Ch. D. 802) on section 15 of the Succession Duty Act, 1853, which was adversely criticized in *Wolverton v. Attorney-General* (1898, A. C. 535), must now be taken to be definitely overruled. The point in question may be shortly stated as follows: If property is settled upon A. for life, with remainder to B. in fee, and A. and B. join in conveying it to C.; and further, if, before the death of A., C. dies and succession duty becomes payable by the person taking under his will, is the property still liable upon the death of A. to pay the succession duty then payable under the limitations of the original settlement, or is this liability discharged by virtue of the fact that the property has paid duty in respect of the new line of succession?

There is no doubt, of course, that before the alienation by A. and B. the property was already subject to a charge for succession duty, which, however, would not be payable until the death of A. Section 2 of the Succession Duty Act, 1853, enacts that any disposition of property by reason of which any person shall become beneficially entitled to any property, or the income thereof, upon the death of any other person shall be deemed to have conferred upon such other person a "succession"; such other person being the "successor" and the settlor being the "predecessor"; and in respect of every such succession the duties specified in section 10 of the Act are payable. By section 20 the duty is not payable until the successor becomes entitled in possession to his succession, and by section 21 the interest of a successor in real property is to be considered as the value of an annuity equal to the annual value of the property for his life or for any less period during which he shall be entitled. But in the case where the successor is competent to dispose of the property this latter provision is varied by section 18 of the Finance Act, 1894, and the value of the succession is the principal value of the property after deducting estate duty.

Such being the general scheme for charging succession duty, it was a question with the draftsman of the Act how it would apply in the event of the future interest to which a prospective claim for duty had already attached being transferred by the expectant successor to some other person. It was not perhaps necessary to make any express provision for this case. As just stated, there is already an inchoate charge for duty which will ripen, on the death of the owner in possession, into an actual charge, and it would seem clear that the reversioner could not vest the land in a purchaser free from this liability. In order, however, to avoid misconception, the draftsman thought proper to deal with the case, and this he did by section 15. The section is divided into three parts: The first provides for successions which had been already transferred at the date of the Act, and has probably ceased to be operative; the second provides for successions which are transferred after the Act; and the third deals with cases where the title to the succession is accelerated by the surrender or extinction of prior interests, and provides that the duty shall be payable at the same time and in the same manner as if no such acceleration had taken place.

The part of the section with which we are now concerned—namely, the second, is as follows: "Where any succession shall, before the successor shall have become entitled thereto, or to the income thereof in possession, have become vested by alienation or by any title not conferring a new succession in any other person, then the duty payable in respect thereof shall be paid at the same rate and time as the same would have been payable if no such alienation had been made or derivative title created." If the words in italics had not been inserted, then the clause would have been simply an assertion of the rule stated above, namely, that the mere fact of the succession having been transferred is not to interfere with the prospective charge for duty. But the words "by alienation or by any title not conferring a new succession" suggest that, in cases where the effect of the transfer is to create a new succession and to entitle the Crown to a fresh claim for duty, the existing liability is discharged,

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and the reasonableness of this view induced JESSEL, M.R., to pronounce his decision in favour of it in *Re Cooper and Allen to Harlech (supra)*.

For a little consideration will shew that where the purchaser of the fee simple from the tenant for life and the reversioner predeceases the tenant for life, the Crown gets a double duty if the full duty is exacted both upon the purchaser's death and upon the subsequent death of the tenant for life. The duty is charged upon the death of the purchaser upon the footing that the fee was vested in him; but in fact, for purposes of succession duty, he had no more than an estate for the life of the original tenant for life, the reversion being, so far as liability to duty was concerned, still outstanding. If duty upon the purchaser's death was charged only in respect of this limited interest, there would be reason for charging duty again on the death of the tenant for life. But in *Re Cooper* JESSEL, M.R., saw that for the Crown to levy duty in respect of the purchaser's death upon the footing of his being owner in fee was in principle inconsistent with any further claim to duty in respect of the succession under the settlement. "The purchaser," he said, "dies, and there is then a title undoubtedly conferring a new succession, and the successor comes in under that title, and he is to pay succession duty. But why should he pay on more than one occasion? He only gets in once. Why, when [the tenant for life] dies, the successor being still in possession, is it to be supposed that he is to pay over again? I cannot see why. The Government has by the merger got the benefit of reducing the estate once more to the fee simple on which there is a succession, and the successor coming in pays the duty. Why is it to get a second duty? Looking at the Act as a whole, and looking at it according to its fair meaning, it never could have been intended that where there are successive successions, as in this case, two sets of succession duty should be paid."

This statement assumes that there is justification in the Act for clearing the property entirely of the charge for succession duty under the original settlement and substituting the duty which becomes payable on the death of the purchaser. This justification JESSEL, M.R., found in the words of section 15, referred to above, "by alienation or by any title not conferring a new succession." *Prima facie* the words "not conferring a new succession" apply only to "title," but the difficulty of discovering what titles were indicated by this phrase, and the desire to give a reasonable construction to the Act, induced JESSEL, M.R., to refer them also to "alienation": "Do the words 'not conferring a new succession' apply to the word 'alienation' as well as to the words 'any title'? I think they do. I do not say the grammar is perfect or beyond criticism, but I think it means 'either by alienation or by any title other than alienation, in both cases not conferring a new succession.'" And this reasoning was applied to the case of a purchaser of the fee from the tenant for life and reversioner who died in the lifetime of the tenant for life, by pointing out that there was thus an alienation conferring a new succession. Hence, by virtue of section 15, this new succession incurred the duty, and the liability under the original settlement was discharged.

The decision in *Re Cooper and Allen to Harlech (supra)* was given in 1876, and as it gave a reasonable effect to the Act, it might have been supposed that time would have cured any defects which its reasoning might disclose. But, as stated above, this reasoning was adversely criticized in *Wolverton v. Attorney-General (supra)*, and although it was not there necessary directly to overrule *Re Cooper*, yet it could hardly be expected that the decision would survive the treatment it received. Its weakest point is in regard to grammar. In construing the words "by alienation or by any title not conferring a new succession" it is very questionable whether the concluding words can be referred to "alienation," and unless they can be, the justification for *Re Cooper* disappears. In *Wolverton v. Attorney-General* Lord HERSCHELL pointed out, as we have done above, that the purchaser comes into possession by virtue of his taking the life estate of the tenant for life, and hence upon the death of the purchaser there is a succession to this life estate on which duty must be paid quite apart from the duty payable on the death of the tenant for life; unless, indeed, there are words in the Act which discharge the liability under the original settlement

altogether, and substitute the liability in respect of succession to the fee simple which has been acquired by the purchaser. But these words the House of Lords in *Wolverton v. Attorney-General*, and now the Court of Appeal in *Attorney-General v. Duke of Northumberland (supra)*, failed to find. "I am unable," said Lord HERSCHELL, in the former case, "to find in the Act any warrant for the view that a succession once created can, by the act of the successor, cease to exist and another succession be substituted for it." And the opinion thus expressed has been unanimously indorsed by the Court of Appeal. The liability under the succession which takes effect by virtue of the original settlement is not discharged, and there is also a distinct liability in regard to the new succession which is derived under the purchaser. ROMER, L.J., noticed the point that the successor to the purchaser really takes only the residue of the tenant for life's estate. But whatever may be the exact nature of the new succession under the purchaser, it must now be taken to be settled that upon a purchase of the fee from the tenant for life and the reversioner, the original succession duty remains a charge upon the land, and if, by reason of the death of the purchaser, another duty becomes payable, that is quite a distinct matter and in no way discharges the former liability.

The Position of Transferees of Debentures.

DEBENTURES, as is well known, always contain a clause that the moneys secured will be paid to the registered holder without regard to any equities between the company and the original or any intermediate holder, and this is a sufficient protection to purchasers for value (*Re Goy & Co.*, 48 W. R. 425; 1900, 2 Ch. 149), but, as appears from the recent case of *Re Brown & Gregory (Limited)* (1904, 1 Ch. 627), the condition will not avail for a holder, such as a trustee under a creditor's deed, who simply represents the original debenture-holder.

When the company has a claim against the debenture-holder and there has been no transfer of the debenture, the same principle applies in the realization of the debentures and the distribution of the proceeds of realization, as in the case of a winding up where a creditor is also a shareholder in the company and is a debtor to the company in respect of calls. The creditor is not allowed to take any dividend until he has paid up in full the calls which are owing by him; and similarly the debenture-holder is not allowed to participate in the fund forming the debenture-holders' security until he has completed the fund by adding to it the amount due from himself. The principle applicable in winding up was settled in *Grissell's case* (L. R. 1 Ch. 528), and was applied by WRIGHT, J., in *Re Auriferous Properties (Limited) (No. 2)* (1898, 2 Ch. 428). In the former case, Lord CHELMSFORD, C., after pointing out that a set off of a debt against a call could not be allowed, said: "If the amount of an unpaid call cannot be satisfied by a set off of an equivalent portion of a debt due to the member of a company upon whom it is made, it necessarily follows . . . that the amount of such call must be paid before there can be any right to receive a dividend with the other creditors." In the case of a debenture-holder, too, there is no question of a right of set off, and if the debt due from the debenture-holder forms part of the assets included in the debenture security, then the debt must be paid before the debenture-holder can participate in the proceeds of realization.

This point was dealt with specifically by STIRLING, J., in *Re Goy & Co. (supra)*, and it has also been dealt with by BUCKLEY, J., in the recent case of *Re Leeds and Hanley Theatres of Varieties* (52 W. R. 506), as well as by BYRNE, J., in *Re Brown & Gregory (Limited) (supra)*. In *Re Goy & Co.* STIRLING, J., observed that it had been repeatedly held to be inequitable that a person entitled to a share of a fund should receive anything in respect of that share without paying what he might be bound to contribute to the fund. "Under such circumstances the court in effect says to the person claiming to be paid, 'You have in your hands that which is applicable to the payment—pay yourself out of that.' Similarly in *Re Leeds, &c., Theatres of Varieties* BUCKLEY, J., said: "I am administering the assets of the

Theatres Co. There is a person—namely, the Finance Co. [*i.e.*, the debenture-holder]—who is both a debtor to the fund to be administered and a claimant against it. I think that that person cannot come and say that he is entitled to a dividend out of the fund until he has first made complete the fund out of which he says he is entitled to a dividend." Hence both in this case and in *Re Brown & Gregory (Limited)* it was held that the proper course was to add the amount of the debt to the fund, and then to pay the other claimants out of the actual fund, so far as it would extend, upon the footing that it really included the amount of the debt. The debtor debenture-holder would thus take nothing unless the share payable to him exceeded the amount due from him.

Where, however, there has been a transfer of the debenture for value, then the clause above referred to comes into operation. The transferee is not affected by any claim which the company may have against his transferor, and he is entitled to share in the fund without reference to such claim. In *Re Goy & Co. (supra)* the transfer, which was for value, was refused registration upon the ground that a claim existed against the transferor. This claim, however, had not arisen until after the transfer had been made, and although the whole proceedings took place after the commencement of the winding up, it was held that the right of the transferee to be registered was absolute, and hence he was entitled to the benefit of the conditions indorsed on the debentures. In *Re Brown & Gregory (supra)*, on the other hand, there had been no transfer of the debentures for value. A firm who were debenture-holders in and debtors to the company had transferred their debentures to a trustee for creditors. It was argued on behalf of the trustee that he was in the position of debenture-holder, that he owed nothing to the company, and that he was therefore exempt from liability to contribute the amount of his transferor's debt. But neither the company nor the other debenture-holders had come in under the creditors' deed, and it was held by BYRNE, J., that the trustee could not assert any title superior to that of his assignors. "In my opinion," said the late learned judge, "PALMER, as assignee, is in no better position than his assignors, being simply general assignee in trust for creditors (neither the debenture-holders nor the company having come in under it), and he can only be entitled subject to the same equities as his assignors were subject to. He is not in the position of a *bona fide* purchaser for value as was the assignee in the case of *Re Goy & Co. (supra)*."

Reviews.

Public Education.

THE LAW OF PUBLIC EDUCATION IN ENGLAND AND WALES. By G. EDWARDES JONES, Barrister-at-Law, and J. C. G. SYKES. SECOND EDITION. Rivingtons.

The editors are to be congratulated on the accomplishment of their task. This new edition forms a very complete collection of the statutes relating to public education. The London Act of last session and sundry other Acts bearing on the subject have been added to the Acts comprised in the first edition, and the notes have been revised, and the official orders and regulations brought up to date. The mere bringing together into one volume of the statute law is of itself a useful undertaking; in the present case its use is greatly enhanced by the painstaking care with which the statutes have been annotated. The arrangement of the book is good, and the table of contents and the index render it easier than is often the case in a work of this nature to discover the law relating to any particular branch of the subject.

Motor-cars

THE LAW RELATING TO MOTOR-CARS. By H. LANGFORD LEWIS and W. HALDANE PORTER, Barristers-at-Law. THIRD EDITION. Butterworth & Co.; Shaw & Sons.

This little book contains the text of the Motor-car Acts, 1896 and 1903, with the official regulations. The notes to the Acts are carefully written and should be useful to those concerned with the administration of the law affecting motor-cars and to those who own or use those vehicles.

Books Received.

An Encyclopedia of Forms and Precedents other than Court Forms. By Eminent Conveyancing and Commercial Counsel. Under the General Editorship of ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law, assisted by CHARLES OTTO BLAGDEN, M.A., Barrister-at-Law, WILLIAM E. C. BAYNES, M.A., LL.M., Barrister-at-Law, ALFRED FRANK TOPHAM, LL.M., Barrister-at-Law, and VALLE NICOLAS, Barrister-at-Law. Two Vols. Vol. IV.: Commons to Companies. Vol. VI.: Ferries to Insurance. Butterworth & Co.

Model Bye-laws as to Nuisances and New Streets and Buildings under the Public Health Act, 1875, and the Public Health Act Amendment Act, 1890, with Alternative and Additional Clauses. Prepared and Edited by WILLIAM MACKENZIE, M.A., Barrister-at-Law, and PERCY HANDFORD. Six Series comprising the Model Bye-laws of the Local Government Board, and Special Series prepared by the Editors. Butterworth & Co.; Shaw & Sons.

An Epitome of the Practice of the Chancery and King's Bench Divisions of the High Court of Justice. By the late WILLIAM ARCHBUTT POCOCK, Esq., Barrister-at-Law. Second Edition. By his son, ARCHIBALD HENRY POCOCK, Esq., Barrister-at-Law. Effingham Wilson.

Correspondence.

Registration of Title.

[To the Editor of the *Solicitors' Journal*.]

Sir,—We are acting as solicitors for the purchaser of a property which is on the Land Registry, and for which £600 is being paid.

We are also acting as solicitors for a mortgagee who is advancing £200 upon a registered charge of the property, in order to enable the purchaser to complete the purchase.

Under rule 336 (g) we are apparently entitled to the full fee in respect of the charge of £200, and only half the fees in respect of the purchase-money, that is, we shall be entitled to fees in respect of £200 plus £300, *i.e.*, £500, so that if we were acting for the purchaser alone we should receive scale fees on £600, whereas when we act for the purchaser and a mortgagee we receive scale fees on £500! That is, the more the work, the less the pay.

Under rule 6 of Schedule I., Part I., of the order under the *Solicitors' Remuneration Act, 1881*, the full fee is paid on the purchase-money and the half fee on the mortgage; the new Land Transfer Rules apparently reverse this position for the solicitor's costs as above mentioned, but it is to be noted that in reference to their own fees the Land Registry have taken care that they shall get the full fee in respect of the transfer and half fee only on the charge (see Land Transfer Fee Order, rule 12).

We shall be glad if you or your readers can inform us whether we have correctly interpreted rule 336 (g), as, if so, it would appear that rules made by the Lord Chancellor "with the advice and assistance" of the Rule Committee can be grotesque, a result which we naturally hesitate to conceive possible.

EMANUEL ROUND, & NATHAN.

27, Walbrook, June 10.

[See observations under head of Current Topics.—ED., S.J.]

"Interesting to Solicitors."

[To the Editor of the *Solicitors' Journal*.]

Sir,—The following cutting is from to-day's *City Press*, and refers to the City of London Court:

JUNE 14.

(Before His Honour Judge RENTOUL, K.C.)

INTERESTING TO SOLICITORS.

In the course of a case the judge said he would allow solicitors their costs if it was cheaper for them to appear instead of the litigant conducting the case himself. If not, the client must do it, or he must pay for his solicitors out of his own pocket."

If this report be correct, it would be interesting to know on what authority a layman can be compelled to conduct his own case, and run all the risks attending such a course, on pain of having himself to pay his solicitors' fees for appearing.

The effect is clearly to indirectly curtail the right which solicitors have of audience in the county court, and such a practice could not have been adopted with a view to saving expense in cases of small debts under £2, for under the existing rules the plaintiff is entitled to no costs at all in such cases, merely recovering the court fees, whether he employs a solicitor or not.

X. Y. Z.

London, June 15.

Cases of the Week.

Court of Appeal.

Re COMPANIES ACTS, 1867 AND 1877, AND Re HOARE & CO. (LIMITED AND REDUCED). No. 2. 7th and 10th June.

COMPANY—REDUCTION OF CAPITAL—DETERIORATION IN VALUE OF ASSETS—RESERVE—PROPOSED SCHEME—PREFERENCE SHARES—SANCTION OF COURT—JURISDICTION—DISCRETION—PRACTICE—COMPANIES ACTS, 1867 (30 & 31 VICT. c. 131) AND 1877 (40 & 41 VICT. c. 26).

This was an appeal from a decision of Buckley, J., refusing to sanction a scheme for the reduction of the capital of the company owing to depreciation and loss. The facts were as follows: The company Hoare & Co. (Limited), was incorporated in the year 1894 under the Companies Acts, 1862 to 1890, as a limited company, and the object of the company was to carry on the businesses of brewers and maltsters, hop merchants, and other businesses relating to brewing and breweries, and certain other matters set out in the memorandum of association of the company. The original capital of the company was, by the memorandum and articles of association, fixed at £1,000,000, divided into 60,000 preference shares of £10 each, 36,000 preferred ordinary shares of £10 each, and 4,000 deferred ordinary shares of £10 each. Clause 12 of the articles of association provided as follows: "The 60,000 preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of 5 per cent. per annum, on the amounts for the time being paid up or credited as paid up thereon, and shall rank both as to dividend and capital in priority to all other shares in the capital, nevertheless the company may at any time, as provided by clause 50 hereof, with the sanction of a general meeting create and issue 20,000 additional preference shares of £10 each ranking in all respects *pari passu* with the said 60,000 preference shares. . . . The said 36,000 preferred ordinary shares shall confer the right to a fixed cumulative dividend at the rate of 5 per cent. per annum on the amounts for the time being paid up or credited as paid up thereon, and shall rank both as regards dividend and capital in priority to the said deferred ordinary shares. The surplus profits from time to time available for dividend shall be applicable to the payment of dividend on the said deferred ordinary shares as herein-after provided." The rights in winding up were defined in clause 161, as follows: "In the event of a winding up, the surplus assets shall be applied (1) in paying off the capital paid up on the preference shares at £120 per cent. and any arrears of dividend to the time of such payment; (2) in paying off the capital paid up on the preferred ordinary shares at £100 per cent. and any arrears of dividend to the time of such payment; and (3) the surplus shall belong to the holders of the deferred ordinary shares in proportion to the number of such shares held by them respectively." Provision was made in paragraph 8, of clause 119 for a reserve fund, and a power was conferred on the directors in the following terms: "Before recommending any dividend to set aside out of the profits of the company such sums as they think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the company, and for other purposes, as the directors shall in their absolute discretion think conducive to the interests of the company, and (subject to clause 4 hereof) to invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all and any part thereof for the benefit of the company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the company, and that without being bound to keep the same separate from the other assets." In May, 1896, the capital of the company was by a resolution of a general meeting increased to £1,200,000 by the creation of 20,000 new 5 per cent. cumulative preference shares of £10 each to rank in all respects *pari passu* with the then existing preference shares, and in June, 1897, a further increase in the capital was sanctioned to £1,950,000 by the creation of 7,500 new shares of £10 each to be called A cumulative preference shares, which should rank for dividend next after the 80,000 existing preference shares and in priority to the ordinary shares for the time being, whether preferred ordinary or deferred ordinary, and also in a winding up be entitled to rank as regards repayment of capital next after the 80,000 existing preference shares as above. All the company's shares had been issued and fully paid up. Since its incorporation the company had out of profits paid considerable dividends, and it had built up, pursuant to paragraph 8 of clause 119 of its articles, a reserve fund of £292,612 18s. Id., which consisted of the following items: (1) Premiums received for leases, £48,737 18s. Id.; (2) premiums received on issue of preference shares, £252,000; (3) general reserve fund, £50,000, less £58,125. The general reserve fund consisted of undistributed profits accumulated since 1896. Besides the above, £2,365 17s. 8d. part of the profits for the year ending the 7th of January, 1903, and £29,116 19s. 11d., profits ending the 7th of January, 1904, had not been distributed. The assets of the company consisted to a large extent of tied public-houses, both freehold and leasehold, and loans advanced on security of public-houses. For some time past there had been a large and continuous fall in the value of assets of this description. The company therefore had their breweries, public-houses, and loans valued by experts, and it was ascertained that such items were of less value than the amount at which they stood in the company's balance-sheet by the sum of £591,707 13s. 10d., and that capital of that amount had been lost or was unrepresented by available assets. After much deliberation and consultation with the principal shareholders, it was determined by the directors to deal with the loss as follows

"£396,000 to be written off by extinguishing a corresponding amount of the preferred ordinary shares and of the deferred ordinary shares. (ii.) £195,707 13s. 10d. to be met by writing off the like amount part of the reserve funds of the company. The whole of the preferred and deferred ordinary shares were held by four shareholders. Clause 53 of the articles of association provided that the company might from time to time, by special resolution, reduce the capital by paying off capital or cancelling capital which had been lost or was unrepresented by available assets, or reducing the liability on the shares or otherwise. By special resolutions of the company, unanimously passed and confirmed in March and April, 1904, it was resolved that the capital of the company be reduced to £1,554,000, and that it should be effected by cancelling the whole of the preferred ordinary shares and the capital paid up thereon as being capital lost, &c., and by cancelling the sum of £9 per share in respect of each of the deferred ordinary shares as being capital lost, &c., and by reducing the nominal amount of such deferred ordinary shares to £1 per share, and also by altering the articles of association by making them accord with the altered capital. All the preference shareholders agreed to this. Accordingly the company presented a petition to the court praying for its sanction to their proposed scheme. Buckley, J., refused to sanction a reduction on those terms, and agreed with Cozens-Hardy, L.J., in *Re Barrow Hematite Steel Co.* (1900, 2 Ch. 846, 49 W. R. Dig. 24, and 50 W. R. 71; 1901, 2 Ch. 746, 50 W. R. Dig. 25) that sums of this kind—i.e., the reserve fund, must be taken into consideration to find out the loss, and he dismissed the petition. The company appealed.

The COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.J.J.) sanctioned the scheme and allowed the appeal.

ROMER, L.J., delivered his judgment first: The only question before us is one of principle—it may be one of law—viz., whether the court has jurisdiction in the circumstances, such as they arise here, to sanction a reduction of capital. I think we have. This application is made in a case where there was a reserve fund, which was properly set apart by the company under the provision of its articles. This reserve fund was properly created—i.e., at the time it was created it was a reserve fund which arose from the fact that there were available assets after deducting all liabilities, which might have been applied as the company thought fit without infringing the Companies Acts or the articles of the company. It was a reserve fund properly created, and it could have been dealt with by the company in accordance with the provisions of its articles either in equalizing dividends or maintaining the company's property or in accordance with the provisions of its articles. Now, what does such a fund as that represent? In my opinion, it nowise represents a capital account properly so-called. The company might have kept these assets and set them apart to form the reserve fund, and kept them wholly apart from the other accounts of the company. So long as they did that, it is clear to me, that the assets representing the reserve fund could not properly be called capital assets. But they did not; they allowed the matter to rest in account, and they allowed the company to deal with them in the ordinary course of business [His lordship referred to the loss]. Ought this loss to be treated as wholly to the capital account, or to the reserve fund, or apportioned? I think it ought to be apportioned between the reserve fund and the capital account properly so-called. But the company propose to do more—i.e., to attribute more than the due proportion of loss to the reserve fund. In my opinion it was a matter they were not bound to do. We are asked to reduce this capital, and I think the court has jurisdiction to sanction this scheme, though I quite agree it is entirely at the court's discretion, but here the court ought to allow the small portion of the reserve fund to remain and the scheme ought to be sanctioned. I see all the shareholders are unanimous.

VAUGHAN WILLIAMS and COZENS-HARDY, L.J.J., delivered judgments substantially to the same effect.—COUNSEL, Neville, K.C., Eve, K.C., and Martelli, SOLICITORS, Sandlands & Co

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

High Court—Chancery Division.

PORTER v. GIBBONS AND BISSET. Kekewich, J. 8th June.

RESTRICTIVE COVENANT—LODGINGS—PRIVATE HOUSE—PAYING GUEST.

This was an action to recover premises owing to forfeiture through breach of covenant by the defendants, and for an injunction. The plaintiff by deed let the whole of the upper part of a house for a term of seven years. The deed contained covenants by the lessee for himself and assigns that he would not let, underlet, or assign the premises without permission from the plaintiff, such permission not to be unreasonably withheld in the case of a respectable and responsible person, and also not to make any alteration in nor use the said premises except as a private dwelling-house. The lessee also covenanted for himself and assigns not to exhibit any bill or placard in or about the said dwelling-house intimating that any part of the said premises would be let for lodgings. After various assignments, with the consent of the plaintiff, the lease was finally held by the defendant Gibbons, who, in conformity with the terms of it, asked for the plaintiff's consent to a sub-letting to the other defendant, Mrs. Bisset. After inquiry, the plaintiff was dissatisfied with the intended sub-lessee and refused his consent to the letting of the premises to her. Notwithstanding this refusal, the defendant Gibbons sub-let to Bisset, whose lease contained covenants similar to those in the head-lease. The defendant Bisset, the sub-lessee, had received friends and acquaintances who, with their families, stayed for long periods and contributed to the cost of carrying on the establishment by a fixed weekly or monthly payment. This, together with the sub-letting without consent, were the breaches

complained of. The defendants asserted that the consent of the plaintiff had unreasonably been withheld, that if there had been a breach or breaches there had been a waiver by the subsequent acceptance of rent, and further, that no notice had been served, as required by section 14 of the Conveyancing Act, 1881.

KEKEWICH, J.—The plaintiff seeks to recover possession on account of forfeiture due to breaches of covenant committed by the defendants. There have been many questions gone into that are not necessary to be dealt with. My judgment will be on those only with which I deal. The first breach complained of is a sub-letting by Mr. Gibbons without license from his landlord. According to the agreement he could not sub-let without a licence; if he did so, that is a breach under which plaintiff could recover. It is suggested that licence to sub-let was applied for but was unreasonably withheld. I do not think the licence was unreasonably withheld since the plaintiff was not satisfied with the responsibility of the proposed sub-lessee. But I think the plaintiff waived the breach by accepting rent on a date subsequent to the breach. Law rests on the equitable doctrine that a man cannot affirm and disaffirm. He is not entitled to say, "You have committed a breach, but I will take your rent." As to the next point, there is a covenant in this agreement that the premises are not to be used except as a private dwelling-house. Gibbons has only covenanted for himself, executors, and assigns, so that he cannot be held responsible for any breach that may be committed by the under-lessee. I am not aware that this question as to the use of premises other than as a dwelling-house has before come up for discussion. This lady (Mrs. Bisset) in order to lighten the expenses of housekeeping, has taken to live with her various friends and acquaintances. She has not done this by way of making a business of letting rooms, nor has she made or sought to make any profit by so acting; she has not kept a boarding-house, she has merely taken in these friends as sharers of her housekeeping liability. Therefore I am of opinion that the covenant restraining the use of the premises for lodgings has not been broken.—COUNSEL, Lawrence, K.C., Brandon, and H. W. Grabin; Stewart Smith, K.C., and Boone. SOLICITORS, Webb & Sons; Burrell; C. S. Giddins.

[Reported by ALFRED C. THOMAS, Esq., Barrister-at-Law.]

Re TAYLOR'S AGREEMENT TRUSTS. Buckley, J. 4th June.

COMPANY—WINDING-UP—AGREEMENT FOR SALE OF LETTERS PATENT BY LIQUIDATOR—NO ASSIGNMENT—DISSOLUTION OF COMPANY—BONA VACANTIA—VESTING ORDER—TRUSTEE ACT, 1893 (56 & 57 VICT. c. 53), s. 35 (1) (ii.) (c)—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 90.

The liquidators of a limited company which was being wound up contracted to sell certain letters patent to a purchaser. The purchase-money was paid, but no assignment was taken before the company was dissolved. The purchaser petitioned for a vesting order and rectification of the Register of Patents. His lordship (*ante*, p. 476, *sub. nom. Re Niger Patent Electric Enamel Co.*) declined to make any order on the petition, on the grounds mentioned in the former report, but allowed it to stand over. It was now stated on behalf of the petitioners that the Comptroller of Patents had, on the advice of the Board of Trade, consented to enter the name of the petitioner on the register as proprietor of the letters patent, and it was asked that the petition should be dismissed.

BUCKLEY, J. accordingly dismissed the petition.—COUNSEL, A. J. Walter; R. J. Parker. SOLICITORS, A. M. Longhurst, for Mackay, Taylor, & Goffey, Liverpool; Treasury Solicitor.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re EVERSON. Ex parte THE OFFICIAL RECEIVER. Bigham and Darling, JJ. 13th June.

BANKRUPTCY—APPEALS FROM COUNTY COURTS—MATTER IN DISPUTE NOT EXCEEDING £50 IN VALUE—WHAT COURT CAN GRANT LEAVE TO APPEAL—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 104—BANKRUPTCY APPEALS (COUNTY COURTS) ACT, 1884 (47 VICT. c. 9), s. 2—BANKRUPTCY RULES, 129, 130.

Appeal from an order of the county court judge at Newport, Mon., refusing to declare that a payment of £16 12s. 6d. by the bankrupt to the respondent was a fraudulent preference. The respondent took the preliminary objection that the money involved in the appeal did not exceed £50 in value, and that by rule 129 no appeal lay without the leave of the county court, which had in this case been refused. Counsel for the appellant stated that after the refusal by the county court of leave to appeal he had made an *ex parte* application to Bruce, J., in chambers acting as bankruptcy judge, and had obtained leave to appeal. He contended that by section 104 of the Bankruptcy Act, 1883, any orders in bankruptcy matters are subject to appeal, and that the application to Bruce, J., was equivalent to an appeal from the order of the county court refusing leave to appeal.

THE COURT (BIGHAM and DARLING, JJ.) sustained the preliminary objection and refused to hear the appeal. They held that, in the case of appeals from county courts, the "court" in rule 129 means the county court, and that no appeal lies in cases where the money or money's worth involved does not exceed £50 without the leave of the county court. They further held that a refusal by the county court to give leave to appeal is not an "order" within section 104 from which an appeal will lie, and consequently that the order of Bruce, J., was made without jurisdiction.—COUNSEL, Muir Mackenzie; Hansell. SOLICITORS, Solicitor to the Board of Trade; F. Kinch.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Solicitors' Cases.

EDMUNDSON v. RENDER. Kekewich, J. 9th and 10th June.

SOLICITORS — COVENANT — ARTICLES OF CLERKSHIP—AGREEMENT NOT TO PRACTISE WITHIN CERTAIN RADIUS.

This was an action by a solicitor against the defendant, another solicitor and formerly articled clerk to the plaintiff, on a covenant in the articles of clerkship made between plaintiff and defendant the 20th of July, 1893, whereby the defendant bound himself to serve as clerk to the plaintiff for three years. There was a covenant in the articles as follows: "And the said J. W. Render doth hereby for himself and his heirs, executors, and administrators covenant, promise, and agree to and with the said C. F. P. Edmundson, his executors, &c., that he the said J. W. Render shall not at any time hereafter either on his own behalf or as a clerk or partner or otherwise on behalf of any other person or persons who practise or who may practise or carry on the business or profession of a solicitor or do any work or act for or on behalf of any person or persons usually done by solicitors within a radius of fifteen miles from Masham Market Cross without the written permission of the said C. F. P. Edmundson or of the said firm or the successor or successors of the said firm." The plaintiff now asked for an injunction to restrain defendant from practising as a solicitor in breach of the aforementioned covenant and for damages for breach. The defendant was admitted as a solicitor in 1901 and in the same year opened an office in Harrogate, which place is outside the forbidden radius. He lived, however, within the radius. Various acts done by defendant were alleged as breaches of the covenant, which acts, while denied as constituting breaches, were admitted by the defendant. He admitted causing a plaint to be issued out of the Ripon County Court as solicitor for a person living at Fearby, near Masham; Ripon and Fearby being within the prohibited radius. The defendant pleaded, however, that the plaint in fact was issued by the registrar of the county court on the instructions of the defendant contained in a letter written and posted in Harrogate, and all the other proceedings in the action were done by the defendant by means of writing, and not personally from Harrogate. He admitted receiving instructions to obtain probate of the will of a gentleman residing within the forbidden radius and to wind up the estate, but such instructions were received by him at his office, in Harrogate. He also advertised a farm to be let in a paper published and printed in Harrogate but circulating within the forbidden radius. He also assisted with his advice a personal friend who lived within the forbidden radius to make her will, and for this did not make any professional charge, but received a merely nominal payment. These different acts, the plaintiff stated, constituted the alleged breaches.

KEKEWICH, J.—I take it that Mr. Render has honestly intended to carry out the covenant, and if he has transgressed, it is not due to any intended misconduct on his part. He has committed an error in attempting to advise himself on a difficult question. He was instructed to obtain probate of a will and to wind up an estate. In the course of this work he had to obtain evidence within the prescribed area. I think that liberality should be exercised in construing a covenant of this kind, and I should be unwilling to say that there had been a transgression in this particular instance. Neither do I think that he transgressed by advertising on behalf of a client in a paper circulating within the prescribed area (but printed and published in Harrogate), the letting of certain property. Moreover, he was instructed to sue in the county court situated in the prescribed area. He did so, carrying the action through to its completion by settlement. It was all done by Render without leaving his office in Harrogate. It is said that he was not acting in breach of his covenant in this instance, but I have no doubt that in issuing the plaint the registrar of the court was acting as Mr. Render's agent. Mr. Render also prepared a will which was sent, not to the testatrix, but to her relative; so far no work was done within the limit. For his work he charged, though only nominally, yet it was a solicitor's charge for work done. He went on a visit to the testatrix and was asked as a favour to attend the execution of the will. Why did he attend? Why, to see that it was properly executed. He must have done this in his character as solicitor. I must not be held to say that a man cannot do such an act as a friend without breaking such a covenant. But this is a different case. The defendant did what he ought not to have done, though not wilfully. Damages 20s., and defendants must pay costs.—COUNSEL, Lawrence, K.C., and O. Thompson; Stewart Smith, K.C., and Maughan. SOLICITORS, Toovey & Sons; Robins & Clark.

[Reported by ALFRED C. THOMAS, Esq., Barrister-at-Law.]

Sir Gainsford Bruce has intimated that he will esteem it a privilege to receive at the Middle Temple Hall on Tuesday, the 21st inst., from 4 to 6 p.m., members of the bar who may wish to do him the honour to take leave of him on his retirement from the bench.

Some anecdotes of Sir Gainsford Bruce are published. On one occasion, says the *St. James's Gazette*, he was reading to the court a passage in a ship's log, and it happened that the name of the ship was the name of the judge. "It was very slow work," ran one passage, "pushing old Bruce along." The court roared; they had had experience of it; and even Sir Gainsford Bruce relaxed the habitual gloom of his expression and laughed with the court. His peculiar gravity of visage gave strange zest to a joke from his lips. Two prisoners were one day brought before him for stealing fowls, and to everybody's surprise the jury found them not guilty. "You are discharged, and I quite agree with the jury in giving you the benefit of the doubt," said Sir Gainsford, "but I think you know more about these fowls than either I or the jury." The men first looked astounded and then grinned; they could afford it at that stage.

June 18, 1904.

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Law Societies.

The Law Society.

NOTICE.

The annual general meeting of the members of the society will be held in the hall of the society on Friday, the 22nd of July next, at 2 p.m.

The following are the names of the members of the Council retiring by rotation, viz.: Messrs. C. M. Barker, J. W. Budd, W. H. Gray, H. E. Gribble, Thos. Marshall, F. P. Morrell, Thos. Rawle, Chas. Cheston, Sir A. K. Rollit, and Mr. A. Wightman.

So far as is known, with the exception of Mr. Cheston, they will be nominated for re-election.

There are two other vacancies, one caused by the death of Mr. W. D. Fraishfield, and the other by the resignation of Mr. G. Frere.

By order, E. W. WILLIAMSON, Secretary.

Law Society, June 15.

The Incorporated Justices' Clerks' Society.

The annual meeting of this society was held on the 10th inst., the outgoing president, Mr. J. CHALMERS-HUNT, being in the chair.

The CHAIRMAN, in his address, said that in regard to the Licensing Bill letters had been addressed to the Prime Minister and Home Secretary asking that the present licensing areas might be made self-contained and self-governed, with power to reduce licences and award compensation subject to appeal in general to quarter sessions, but that as regarded county boroughs the appeal to the county quarter sessions might be dispensed with. The Justices of the Peace Bill was welcomed as removing the disability which hitherto had prevented a solicitor from being appointed to the commission of the peace within any county in which he was practising. The draft rules now in force under the Poor Prisoners' Defence Act, 1903, had been considered, and upon the invitation of the Home Secretary suggestions had been submitted upon them. The attention of the council having been called to cases of hardship to prosecutors and witnesses in indictable cases arising under the new scale of allowances, members had been invited to submit for tabulation such cases as should come within their knowledge. The chairman expressed the thanks of the society to Mr. Rawson, the vice-president, for having vindicated in two important actions the rights of licensing justices on appeal to select and retain their own solicitor.

Mr. E. C. Sanders was elected president for the ensuing year, and Mr. Chalmers-Hunt vice-president, Mr. Hitchins and Dr. Osborn Boyes auditors, and Messrs. E. W. Beal, T. Christopher, R. Ellett, T. Holmes Gore, F. G. Hindle, J. R. Roberts, E. C. Sanders, A. T. Simpson, E. Waugh, and G. C. Whiteley were appointed on the Council. Mr. Henry Rosling, of Reigate, was continued as secretary.

The members afterwards dined together at the Law Society's Hall, and there were present as guests Sir Ralph Littler, K.C., Mr. H. E. Duke, K.C., M.P., Mr. J. E. Gray Hill (president of the Law Society), Mr. Henry White (president of the Coroners' Society), Mr. Albert G. Sandeman, J.P., Mr. Robert Walters, J.P., Mr. W. E. Tallents, and Mr. W. Mackenzie.

Law Association.

A meeting of the directors was held at the Law Society's Hall on Thursday, the 9th inst., Mr. F. T. Birdwood in the chair. The other directors present were Mr. Daw, Mr. Foss, Mr. Gardiner, Mr. Nisbet, Mr. Peacock, Mr. Pead, Mr. Vallance, Mr. Waters, and Mr. Woodhouse. £595 was voted for the continued relief of eleven members' cases in the current year, and £310 to non-members' cases. Mr. F. T. Birdwood was elected chairman of the board for the current year, one new member was elected, and other general business was transacted.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the bar on Wednesday:

LINCOLN'S-INN.—H. V. Drake-Brockman, Peterhouse, Camb., M.A., LL.M.; F. S. Dornhorst, St. John's Coll., Camb.; A. B. Miller, New Coll., Oxford, B.A.; C. M. B. Ryles, B.A., Oxon.; N. M. Vickers, Trin. Coll., Oxford; B. Dickinson, Caius Coll., Camb.; T. Dawson, Edin. Univ.; G. F. Deas, Lincoln Coll., Oxford, B.A., LL.B.; S. A. Haidar, Christ's Coll., Camb.; Abul Hasan; B. L. Mitter, Calcutta Univ., M.A.; F. de Zululta, New Coll., Oxford, B.A.; N. C. Mehra, Downing Coll., Camb.; C. J. Parton, Univ. Coll., Oxford, B.A.; J. E. Hogg (a barrister of New South Wales); A. Willoughby-Osborne, Attorney-General of the Gold Coast Colony; J. H. Pinder, Caius Coll., Camb., M.A.; W. Jago, F.L.C., F.C.S.; André Chéron (French subject), Licencié en Droit.

INNER TEMPLE.—J. W. Jardine, B.A., LL.B., Camb., certificate of honour Trinity term, 1904; H. Maddocks, certificate of honour Trinity term, 1904; C. A. V. Bowra; H. T. Wright, Camb.; C. H. Pierson, B.A., Camb.; E. C. Cochrane, Dublin; O. H. S. Shepherd-Cross, Oxford; P. Dadabhai, B.A., Bombay; K. A. Salam Khan, B.A., Camb.; V. B. Mehta, B.A., Camb.; C. W. B. Molteno, Camb.; R. L. Megarry, B.A., LL.B., Camb.; C. P. Goodden, B.A., Camb.; R. Woodward, jun., B.A., Oxford; R. C. Hawkin, B.A., Oxford; A. A. Eustace, B.A., Camb.;

P. Appasamy, B.A., Camb.; C. E. W. Bean, B.A., Oxford; B. J. Albery, B.A., Oxford; P. R. Johnson, B.A., Camb.; W. W. Kennerley, London; W. D. Ward, B.A., Camb.; H. T. Li. Roberts, Camb.; G. P. Baker, LL.B., Camb.; F. C. Brown, Camb.; L. H. Barnes, B.A., Oxford; J. G. Duncan, B.A., Camb.; H. H. King, B.A., LL.B., Camb.; Ali Akbar Husein Khan Mirza, B.A., Camb.; F. B. Merriman; C. G. Alabaster; E. J. P. Brown; W. G. Garrett-Pegge, B.A., Oxford; C. G. Whyte; J. E. King, B.A., Oxford; B. W. Lawrence, Camb.; and D. W. Carr.

MIDDLE TEMPLE.—J. A. Simpson, LL.B., Lond., first-class honours and University exhibition, jurisprudence, and Roman law, first-class honours and University scholarship, common law and equity, certificate of honour, C.L.E., Trinity, 1904; W. S. Glynn-Jones, journalist, certificate of honour, C.L.E., Easter, 1904; M. N. Drucquer, M.A., LL.B., Lond., certificate of honour, C.L.E., Trinity, 1904; Sir John Keane, Captain, R.A.; C. A. Palmer-Chizzola; H. R. Palmer, B.A., LL.B., late scholar of Trin. Hall, Camb.; D. G. W. Davies, B.A., St. Edmund Hall, Oxford; E. Metzer; P. F. A. Gellé; L. R. Thomas; W. E. B. Henderson, B.A., Trin. Coll., Oxon.; E. A. C. Lloyd; R. H. Curtis; A. S. H. Maclean; J. W. Finn; M. M. Imam; R. G. C. Livett; H. S. Berkeley; T. D. Zal; M. Ali Khan; W. M. Freeman, Univ. of London; S. C. Mitra, St. John's Coll., Oxford; F. C. Watmough, B.A., Oxon.; R. J. Meller; P. G. Hastings; W. M. R. Pringle, M.A., LL.B.; A. E. Casper, B.A., Cantab; G. J. Rycroft; J. W. Orr, M.A.; R. H. M. B. Atkinson; B. W. Bawa, advocate of the Supreme Court of Ceylon.

GRAY'S-INN.—J. R. A. Moore, London Univ., certificate of honour, C.L.E., Trinity, 1904; E. C. Burgis, B.A., Lincoln Coll., Oxford, certificate of honour, C.L.E., Trinity, 1904, Bacon scholar, 1902; Abdul Rahim Khan, B.A., Trin. Hall, Camb.; W. A. Elias, LL.B., Vict. Univ., Liverpool Board of Legal Studies scholar, 1900, and Vict. Univ. scholarship in law, 1901; Pyara Lai; J. Atkinson, Bacon scholar, 1901; E. S. C. Harnett; Sarada Prasad Sen; Syed Moti-ur-Rahman; F. K. Sandbach, B.A., C.C.C., Oxford; J. P. C. Bhattacharji; Harendra Nath Sen, M.A., B.L., Calcutta Univ.; R. H. Nichols; T. W. Morgan; V. P. Row, St. John's Coll., Camb., B.A., Madras Univ.; W. P. Donald, Vict. Univ.; D. V. Pereira; V. J. Buckie; and G. M. Swift, B.A., late exhibitioner, Worcester Coll., Oxford.

Legal News.

Appointments.

Mr. H. BERTRAM O. PEMBERTON, of Birmingham, solicitor, has been appointed by the Chief Justice and other Judges of the Supreme Court of the Transvaal, a Commissioner of that Court to Examine Witnesses in all cases in which such examination shall be committed to him, and to Take Affidavits in all Suits pending in that Court.

Mr. REGINALD MORE BRAY, K.C., has been appointed a Judge of the High Court, in the place of Mr. Justice Gainsford Bruce, resigned. The new judge is the son of Mr. Reginald Bray, a solicitor, who practised in London. He was educated at Harrow and Trinity College, Cambridge, and was called to the bar in 1868, when he joined the South-Eastern Circuit. He is Recorder of Guildford, and has acted as Commissioner of Assize on two or three occasions.

Mr. E. S. Roscoe, barrister-at-law, late Assistant Admiralty Registrar, has been appointed Registrar, in place of Mr. J. G. Smith, retired.

Mr. HENRY STOKES, barrister-at-law, has been appointed Assistant Registrar, in place of Mr. Roscoe.

Mr. JOHN STRACHAN, K.C., has been elected a Bencher of the Middle Temple, in the place of the late Mr. Macrory, K.C.

Changes in Partnerships.

Dissolutions.

FREDERIC BRUNNING MADDISON, ARCHIBALD WILLIAM STIRLING, and HENRY JOSIAH HUMM, solicitors (Maddison, Stirling, & Humm), 6, Old Jewry, London. June 1. The said Archibald William Stirling and Henry Josiah Humm will carry on business at the said address, 6, Old Jewry.

[Gazette, June 10.

General.

Mr. George Rivers Blanco-White, the Second Wrangler, is a son of Mr. Thomas Blanco-White, solicitor, of 59 and 60, Chancery-lane, London. He was educated at St. Paul's School.

At a meeting of the General Council of the Bar, Mr. Warmington, K.C., was elected chairman, Mr. English Harrison, K.C., vice-chairman, and Mr. T. T. Methold treasurer of the council for the ensuing year.

Now that Mr. Justice Bruce has ended his judicial career, says the *Globe*, the number of retired judges is seven. Lord Field, Lord Brampton, Sir Edward Fry, Sir Arthur Charles, Sir Ford North, and Sir John Day are the other six.

A lawyer who was defending a suit for a widow, in the fervour of his zeal in his client's cause, exclaimed, says the *Central Law Journal*: "Gentlemen of the jury, a man who would be so mean as to sue a helpless widow-woman ought to be kicked to death by a jackass; and, gentlemen (here the eloquent counsel turned towards the judge), I wish his honour would here and now appoint me to do the kicking."

The *World's Work*, cited by the *Globe*, says that "Forty years ago one High Court case was commenced for every 190 inhabitants; nowadays but one for every 350. The only court in which litigation has kept pace with the population is the Divorce Court, in which the number of petitions has nearly doubled in twenty years. If, however, the county courts are included in the survey a different tale may be told. The number of cases tried in the county courts has increased by 216,000 during the past thirty years."

The Married Women's Property Act (1882) Amendment Bill was read a second time in the House of Lords on Tuesday. The Lord Chancellor, in moving the Second Reading, said that the Bill was to meet a defect in the main Act which had been discovered by some ingenious person. The question had been raised whether a married woman, when not acting as a married woman, but simply as a trustee, was free from the control of her husband. This Bill made it perfectly clear that a married woman's position under the main Act was not altered when she acted as a trustee.

At the Dorchester Assizes last week, Mr. Justice Ridley, says the *Times* reporter, in addressing the grand jury, said that in one of the cases he was informed that the magistrates had ordered a defence under the Poor Prisoners' Defence Act, but it was his opinion that they could do nothing of the sort. That Act indicated clearly not only that the prisoner must be poor, but there must also be, having regard to the nature of the defence set up by any poor prisoner as disclosed in evidence given or statement made before the committing justices, reason to think it was desirable in the interests of justice that he should have legal aid in the preparation and conduct of the defence. In the present case there was no evidence of anything of the sort, for the prisoner made no statement at all. A prisoner who said nothing and reserved a defence was not in a position to ask for aid under the Poor Prisoners Act. Nothing could be clearer or more certain than that, and he was sorry to say that the order made in this case was a void one, for there was no power to make it, but they must not be afraid that prisoners in that condition would have to go without a defence. There was no possibility of such a thing in our system of law. Gentlemen of the bar had hitherto always been most anxious to assist in the administration of justice by defending, at the request of the court, any person who was in such a situation; and he had no reason to think, and he did not suppose for a moment, that that condition of things would cease to prevail among gentlemen of the bar. Nor need they be afraid, should there be a defence of the nature which he had indicated with regard to any prisoner's condition of mind, that the Treasury solicitor would fail to notice it. It was one of those things of which they had reason to be proud, that the department acted not merely for the conviction of prisoners, but also for their acquittal. But it was certain that although they might think it most desirable in the interests of the prisoner that this Act should be used in the way in which he understood the committing magistrate had used it in this case, yet it was not within their power so to use it. It must be disclosed in the evidence given before them that it was desirable that a prisoner should have legal aid, but if a prisoner said, "I will reserve my defence" they could not avail themselves of the Act.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT	MR. JUSTICE KREKIEWICH.	MR. JUSTICE FARWELL.
MONDAY, JUNE	20	MR. W. LEACH	MR. J. JACKSON	MR. K. KING
TUESDAY	21	THEED	PEMBERTON	FARMER
WEDNESDAY	22	GRESWELL	JACKSON	KING
THURSDAY	23	CHURCH	PEMBERTON	FARMER
FRIDAY	24	FARMER	JACKSON	THEED
SATURDAY	25	KING	PEMBERTON	FARMER
DATE		MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFIN EADY.
MONDAY, JUNE	20	MR. BEAL	MR. CHURCH	MR. PEMBERTON
TUESDAY	21	CARRINGTON	GRESWELL	JACKSON
WEDNESDAY	22	BEAL	CHURCH	LEACH
THURSDAY	23	CARRINGTON	GRESWELL	GODFREY
FRIDAY	24	BEAL	CHURCH	BEAL
SATURDAY	25	CARRINGTON	GRESWELL	GODFREY

The Property Mart.

Sales of the Ensuing Week.

June 20.—Messrs. WEATHERALL & GREEN, at the Mart, at 2.—East Grinstead: The well-known East Court Estate, convenient to the town and railway station; self-contained estate, with good natural boundaries, two on main roads; splendidly timbered; total area 523 acres; possession on completion. Solicitors, Messrs. Leslie & Hardy, London. (See advertisements, June 4, p. vi.)

June 21.—Messrs. DEBBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2.—Hoxton House Asylum, Hoxton: Extensive and important Property, part Freehold and part Long Leasehold, occupying a total area of about 35,235 square feet (2a. 0r. 30p.), with frontages of about 270ft. on Hoxton-street, in a capital position about 250 yards from Old-street and the Shoreditch Town Hall, and but little more than a mile from the Bank of England; with possession. Solicitor, James Robinson, Esq., and Messrs. Janes, Cobb, Fox, & Co., London.—Mayfield, Sussex: Freehold Farm, about a mile from Mayfield station, within easy reach of the village, church, post-office, and shops. Solicitor, Messrs. Chester, Broome, & Griffiths, London. (See advertisements, June 4, p. iii.)

June 21.—Messrs. DEBBENHAM, TEWSON, FARMER, & BRIDGEWATER (in conjunction with Harry Jas. Burt), at Chesham-park, on Tuesday, June 21, and three following days, at 12 each day:—June 21, the contents of the bedrooms and the appointments of the

drawing-room.—June 22, library of books, appointments of the dining-room.—June 23, the collection of oil paintings, water-colours, silver and plated articles, cellar of choice wines.—June 24, the appointments of the library, &c. (See advertisements, June 4, p. iii.)

June 21.—Messrs. NOSOTTI (in conjunction with Mr. W. BURNELL TUBBS), at the Mart, at 1:—City of London, 7, Moorfields: Long Leasehold Shop Property, immediately adjacent to Moorgate-street Station, rental value £240 per annum. Solicitors, Messrs. Leslie, Antill, & Arnold, London.—23 and 25, Finsbury-avenue: Long Leasehold Premises, consisting of warehouse, basement, and four upper floors, let on yearly tenancies amounting to £267 10s. per annum. Solicitors, Messrs. Paterson, Coddle, & Sykes, London.—Willesden-lane, N.W.: Detached, non-basement Freehold Residence, standing in its own grounds of over a quarter of an acre; rental value £140 per annum. Solicitors, Messrs. Cave & Co., London.—Ascot, Berks: Pretty red-brick Freehold bijou Residence, situated on the borders of Windsor Forest, a few minutes from Ascot Heath, the racecourse, and golf links; rental value £25 per annum. Solicitors, Messrs. Simmons & Simmons, London.—Tottenham-court-road: Short Leasehold Weekly Properties, let in tenements, and producing £240 10s. per annum. Solicitor, S. T. Kingston, Esq., London. (See advertisements, June 11, p. iv.)

June 21.—Mr. JOSEPH STOWE, at the Mart, at 2:—Bedford Hill, Balham: Long Leasehold semi-detached Residence. Solicitors, Messrs. Kennedy, Ponsonby, & Ryde, London.—High-street, Bromley, Kent: Freehold Site, available for the erection of first-class shops with ample space in the rear. Solicitors, John Johnson, Esq., and Messrs. Kennedy, Ponsonby, & Ryde, London. (See advertisements, June 4, p. vii.)

June 22.—Messrs. DOUGLAS YOUNG & CO., at the Mart, at 2:—West Norwood: Two Freehold Houses, close to station; let at £38 each. Solicitors, Messrs. Gramp, Spratt, & Co., London.—Kennington-road: Freehold Shop, 312, Kennington-road. Solicitors, Messrs. Gard, Rook, & Winterbotham, London.—Clapham-park: Commanding Freehold Family Residence, with lovely gardens, within easy drive of City and West End. Herne Bay: Plot of Freehold Building Land, almost adjoining railway station; offering a profitable investment. Solicitors, Messrs. J. N. Mason & Co., London.—Clapham Common: Two Convenient Residences known as Nos. 55 and 57, Lilleshall-road. Solicitors, Messrs. George Reader & Co., London. (See advertisements, June 4, p. v.)

June 22.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 1:—Blackheath, S.E.: Ground-rents, producing £60 per annum, secured upon the commodious residence, Nos. 8, 10, 12, 14, 16, and 18, Lee-terrace, with revisions in 1923 to the rack-rents producing £270 per annum. Solicitors, Messrs. Routh, Stacey, & Castle, London. (See advertisement, this week, p. v.)

June 22.—Messrs. BAXTER, PAYNE, & LEPPER, at the Royal Bell Hotel, Bromley, Kent, at 8:—Bromley, Market-square and High-street Widening: Five commanding Shop Sites, at the junction of Market-square and High-street. The principal plot has a frontage of 72 feet. Solicitors, Messrs. Willett & Latte, Bromley.—Bromley: Pair of Freehold Residences, known as Nos. 99 and 101, Widmore-road, placed in large gardens, and producing £130 per annum; 3 and 4, Fairlands-villas, Bromley-common, let, producing £115 per annum. Also the Business Premises, known as Nos. 5, 7, and 9, Mason's-hill, let at £38 per annum. Solicitors, Messrs. Parker & Browne, London. (See advertisements, this week, p. v.)

June 23.—Messrs. FARREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & CO., at the Mart, at 2, in One Lot: Freehold Residential Property, situated in the parish of Oxted, close to the railway station. It comprises a picturesque old-fashioned House, with capital entrance hall, four excellent reception-rooms, and large billiard-room, stabling, good model farmery, kitchen and fruit garden, containing about 18 acres. Immediate possession. Solicitors, Messrs. Routh, Stacey, & Castle, London.—Oxted: Freehold Land of 8½ acres, with frontage to Cottage-hill.—Surrey Hills: Wonersh, close to Guildford and Godalming. A Freehold Estate of an undulating well-timbered character, including Barnett-hill, one of the prominent wooded knolls in this favourite residential district. Total area 111 acres, extending to Blackheath. Solicitors, Messrs. Capron & Sparks, Guildford.—Freehold Residential Property, known as Belmont, East Barnet, comprising a substantial Family Mansion, standing in an elevated position. The accommodation comprises handsome reception-rooms, with outer and inner entrance halls, billiard-room, and conservatory, stabling, walled kitchen gardens with vineeries, orchard, &c. The well-timbered park surrounds the residence and grounds. Total area 91 acres, lying in a ring fence. Solicitors, Messrs. Hanbury, Whitting, & Co., London. (See advertisements, June 4, p. xxii.)

June 23.—Messrs. STIMSON & SONS, at the Mart, at 2:—Camden Town: Two Semi-detached Residences, let at £25 per annum.—Holloway: Two 8½-mi-detached Residences, let at £25 per annum.—Highbury: Copyhold ground-rents of £14 per annum, with Revision in 1933 to the rack-rents of £117 per annum; three Leasehold Houses, let at £20, £28, and £39 per annum, respectively.—West Kilburn: Freehold Ground rent of £2 per annum. Solicitors, Messrs. Starling & Wright, London.—Lambeth (just off Westminster Bridge-road): Six Freehold Houses, let at rents varying from £34 to £6; Five Freehold Houses adjoining above, let weekly, producing £200 ds. per annum.—Borough High-street: Freehold House and Shop, let at £113 per annum. Solicitor, M. W. C. Smeat, Esq., London.—Commanding Corner Block of Warehouse Premises, 123, Tooley-street, Southwark, let at £300 per annum. Solicitors, Messrs. Russell & Russell, London. (See advertisements, June 4, p. vii.)

June 23.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—Bromley-by-Bow: Freehold Ground-rents, amounting to £25 10s. per annum; reversion to the Rack-rents, estimated at £618 per annum, in 35 years. Solicitors, Messrs. H. H. Wells & Sons, London.—Stratford: Five Leasehold Dwelling-houses, producing £156 per annum. Solicitors, Messrs. Ingle, Holmes, & Pott, London.—Hoxton: Three Freeholds, Hyde-road, St. John's-road; rents £128 per annum. Solicitor, W. L. Goldsworthy, Esq., London.—Mile End: Long Leasehold Dwelling-house, let at £23 8s. per annum.—Mile End: Leasehold House, producing £46 10s. per annum.—Bethnal-green: 23, 24, 25, and 26, Lessada-street, let at £140 8s. per annum. Solicitor, A. Armstrong, Esq., Brixton.—Manor Park: 14 Leaseholds, producing £293 4s. per annum. Solicitors, Messrs. Fooks, Chadwick, Arnold, & Chadwick, London.—Leyton: Three Freehold Villas, let at £20 per annum. Solicitor, John Ashbridge, Esq., London. (See advertisements, June 4, p. vii.)

June 23.—Messrs. DANIEL WATNEY & SONS, at the Mart, at 2, in Five Lots:—Bucks, in the favourite district of the Chiltern Hills and in the parishes of Ellesborough and Little Hampden: Freehold Properties, near Wendover Town and Railway Station; area being 155a. 2r. 33p. The Manor Farm and Woodlands, Little Hampden, three miles from Great Missenden, with farmhouse, good homestead, three cottages, and about 317 acres; also the Manor of Little Hampden, containing about 45 acres.—Solicitor, Frederic Tanqueray, Esq., Woburn, B.R.O. (See advertisements, June 4, p. x.)

June 23.—Messrs. GLASHER & SONS, at the Mart, at 2:—Freehold Property, No. 62, Pall Mall, occupying commanding position immediately facing Marlborough House and St. James's Palace. The premises comprise a very substantial well-planned private house, containing about 1,200 superficial feet in the most valuable part of the metropolis. Solicitors, Messrs. Eardley, Holt, & Hulbert, London.—Soho: Freehold Business Premises; estimated rental value of £175 per annum; The property occupies a superficial area of 910 feet. Solicitor, L. W. Byrne, Esq., London. (See advertisements, June 4, p. x.)

June 23.—Messrs. STIMSON & SONS, at the Mart, at 2:—Wimbledon: Freehold Ground-rents and Freehold Building Land, in Four Lots. Solicitor, J. Howard Smith, Esq., London. (See advertisement, this week, p. v.)

June 23.—Messrs. WALTON & LEE, at the Mart, at 2:—The Ground Lease of 14, Hanplace, S.W., a medium-sized modern Residence, recently erected in red brick, with terrace, fountains, and immediately overlooking the beautiful gardens. Solicitor, J. Howard Smith, Esq., London. (See advertisement, this week, p. iv.)

June 24.—Messrs. G. H. MASTERTON & CO., at the Mart, at 2, in 14 Lots:—King's Cross-road, one-half a mile from the City boundary. Freehold investments, suitable for Trustees, in shops and dwelling-houses and ground-rents with early reversions. Solicitors, H. C. Masterton, Esq., London; Messrs. Fox, Trotter, & Co., London for Messrs. Overbury, Steward, & Eaton, Norwich; and Messrs. Downer & Johnson, London. (See advertisements, this week, p. iv.)

June 18, 1904.

THE SOLICITORS' JOURNAL.

[Vol. 48.] 563

Result of Sale.

MEASURE. H. E. FOSTER & CRAMFIELD beg to announce that the following Properties were Sold at their Property Auction, held at the Mart, E.C., on Wednesday last, June 15:—
A Shop and Dwelling-house, No. 17, Popham-road, Islington, let at £28 per annum; and No. 72, Drayton-park, Holloway, let at £27 per annum.

REVERSIONS AND LIFE POLICIES.

The same firm also held their usual Fortnightly Sale (No. 765) of the above Interests, at the Mart, E.C., on Thursday last, when the majority of the Lots offered were Sold, the total value being £7,340.

ARTISANS REVERSIONS:

To £2,000; life 61	... ... ... ...	Sold £1,100
To One-half of £1,000; life 54	... ... ... ...	" £105
To £7,000; lives 49 and 55	... ... ... ...	" £2,050
To One-ninth of £21,886; life 65	... ... ... ...	" £1,900

LIFE POLICIES:

For £3,000, with profits; life 49	... ... ... ...	" £300
For £1,000, with profits; life 61	... ... ... ...	" £320
For £4,000, with profits; same life	... ... ... ...	" £400
For £1,000, with profits; life 63	... ... ... ...	" £505

Winding-up Notices.

London Gazette.—FRIDAY, June 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARTISANS FREE HOMES LAND INVESTMENT AND GENERAL INSURANCE CO., LIMITED—Petition for winding up, presented June 7, directed to be heard June 21. Timms, Swadlincote, Burton on Trent, solicitor for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 18.

BACUP CONSERVATIVE INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to James Hoyle, Villier, Stacksteds, nr Manchester. Whitaker & Hibbert, Bacup, solicitors for liquidator.

CALLENDERS PAPER MANUFACTURING CO., LIMITED—Petition for winding up, presented June 6, directed to be heard June 21. Herbert, Cork st, for Simpson, Manchester, solicitor for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 20.

COKE SYNDICATE, LIMITED—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Edward Stanley Chaplin, 10, Walbrook.

E CHADWICK & SONS, LIMITED—Creditors are required, on or before July 21, to send in their names and addresses, and the particulars of their debts or claims, to Walter Dowson, Bank Chambers, Dewsbury. Chadwick & Sons, Dewsbury, solicitors for liquidator.

EMBEMBE SYNDICATE, LIMITED—Creditors are required, on or before July 30, to send their names and addresses, with particulars of their debts or claims, to F C Sewell, 65, London wall.

JERU MOTOR CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Charles F Cape, 58, Moorgate st.

JOHN JENKINS & SONS, LIMITED—Petition for winding up, directed to be heard June 21. Ward & Co, Gracechurch st, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 20.

MOROCCO WOOD WOOL CO., LIMITED—Creditors are required, on or before July 7, to send their names and addresses of their solicitors to Walter Verulam Hartley, 2, Gresham bridge.

NORTH MOUNT LYELL CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to John Ball Ball, Sir John A Cockburn, Andrew Williamson, and Thomas Urquhart, 153, 155, Leadenhall st. Renshaw & Co, Suffolk in, solicitors for liquidators.

NORTH-WESTERN HEMATITE STEEL CO., LIMITED—Petition for winding up, presented May 17, directed to be heard June 7. Maples & Co, Frederick's pl, Old Jewry, for Lightfoot & Lightfoot, Maryport, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 27.

SHIPPEY BROTHERS, LIMITED—Petition for winding up, presented June 7, directed to be heard June 21. Aldous, Old Jewry Chambers, solicitor for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 20.

London Gazette.—TUESDAY, June 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COUNSELL, FITTON, & CO., LIMITED—Petition for winding up, presented June 10, directed to be heard, at the Court House, Government bldgs, Victoria st, Liverpool, on June 24. Orell, Manchester, solicitor for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 23.

FARMING AND TRADING, LIMITED—Creditors are requested, on or before August 12, to send their names and addresses, and the particulars of their debts or claims, to Arthur Taylor and Stanley Banning, 20, Bucksbury. Stephens, Lloyd's avenue, solicitor to the liquidators.

GARAGES, LIMITED—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims to Mr. E. J. Gully, 86a, Leadenhall st. Edwards & Co, Lawrence ln, solicitors for the liquidator.

NEW CENTURY TRUST, LIMITED—Petition for winding up, presented June 13, directed to be heard June 28. Courtenay & Co, 9, Gracechurch st, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 27.

PROVINCIAL CREDIT AND TRADING CO., LIMITED—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to James Jonah Marsh, 29, Arcade Chambers, St Mary's gate, Manchester.

SHEFFIELD & LEECH, LIMITED—Creditors are required, on or before July 26, to send in their names and addresses, and the particulars of their debts or claims, to Joseph Mattock, 58, Royal Exchange, Manchester.

SUTTON COFFEE PALACE CO., LIMITED (IN LIQUIDATION)—Any person or persons having claims are required to send particulars, in writing, of their debts, claims, or demands, on or before July 20. Joseph Geo. Denyer, 15, Ostade rd, Brixton Hill, liquidator.

COUNTY PALATINE OF LANCASTER.

OAKLEY CLUB, LIMITED—Petition for winding up, presented June 10, directed to be heard before the court at Manchester on June 24, at 10. Rowcliffe & Co, Manchester, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 20.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 31.

ABBOTT, MARY, Bournemouth	July 1 Trevanian & Co, Bournemouth
ABSOLOM, HENRY, Southend on Sea	June 30 Gregson, Southend on sea
ABSWORTH, AGNES, Wat-Hovis, Hants	July 1 Gilanville, Portsmouth
BATTY, ROBERT, Liverpool, Cashier	June 24 Lowndes & Co, Liverpool
BELCHER, SAMUEL, Cheltenham	June 30 Griffiths & Waggoner, Cheltenham
BLYTH, HENRY SHIPLEY, Bromley	July 9 Farrer & Co, Lincoln's Inn Fields
BROWN, MARGARET, Windmill Hill, Enfield	June 30 Bromley, Blomfield st
BURN-BYTH, ISABELLA, Boscombe, Bournemouth	June 30 Vanderson & Co, Bosphorus
CLIFFE, JOSEPH, Brighouse, Stone M.R. hant	July 12 Barber & Jessop, Brighouse
COLAH, DOSSABEY RUTTON-JEE, Torquay	July 6 Collyer & Davis, Abchurch ln, King William st
COLLIINGBOURNE, WILLIAM PITMAN, Coventry, Clothier	June 17 Twist & Sons, Coventry
COX, WILLIAM, Derby	June 30 Moody & Woolley, Derby
DE PASS, SIMMY, Norfolk sq, Hyde Park	July 15 Stevens & Dryden, Queen Victoria st
ELLIS, ROBERT, Rhosllanerchrugog, Ruabon, Denbigh	June 15 Morgan, Rhosllanerchrugog
FRANCIS, JOHN PHILIP, Burnham Norton, Norfolk	July 1 Francis & Back, Norwich
GANNET, HARRIET, Middlesbrough	July 1 Jackson & Jackson, Middlesbrough
GOOD, CATHERINE, Finsbury	June 24 Furley & Furley, Canterbury
GREEN, MARIA, Hastings	July 1 Chalider & Herrington, Hastings
GRIFFITHS, SOPHIA, Toxteth Park, Liverpool	July 1 Prude, Liverpool
HARPER, SARAH ANN CATHERINE, Blackpool	July 19 Parker & Parker, Selby, Yorks
HARRISON, GEORGE ALBERT, Hanley	Fishmonger June 24 Paddock & Sons, Hanley
HARRISON, SARAH, Hanley	June 24 Paddock & Sons, Hanley
HENSON, HARRIET, Burton on Trent	June 28 Taylor & Wheatecroft, Burton on Trent
HOOLE, ALICE, Gordon sq	July 30 Broomehead & Co, Sheffield
HOB-KY, ALBERT, North Southsea, Hants	July 1 Gilanville, Portsmouth
MCKENZIE, JOHN, Bath	July 31 Chetman, Bath
MORPHY, SALVATORA LESLIE, Liverpool	June 30 Smythe & Brettell, Basinghall st
RAMUS, JOHN, Vale ct, Malins Vale	July 8 J & M Solomon, Finsbury pavnt
READ, THOMAS FREEMAN, Lime st	July 4 Fraser & Christian, Finsbury circus
REYNOLDS, SARAH ANN, West Kirby	July 15 Woolcott & Co, West Kirby
ROBERTS, ANNIE, Ilford	July 16 Forbey & Son, Ilford
ROBINS, CHARLES HENRY, Horney	July 1 Rundell & Hobrow, Basinghall st
SCARF, ARCHIBALD WITHAL, Leeds, General Merchant	July 5 Crawford, Leeds
SIMPSON, MOSES, Fenton, Staffs, Potter's Fireman	June 14 Day, Stoke on Trent
SIMPSON, JOHN, Henson	July 30 Carter & Barber, E don st
SMELL, WILLIAM, North Tawton, Devon	July 27 Burd & Co, Okehampton, Devon
SPALDING, WILLIAM HENRY, Silverton, Devon	Civil Engineer June 28 Perham & Son, Bristol
STRANGE, EDWIN ALFRED, Weymouth, Hairdresser	June 22 Andrews & Co, Weymouth
TINLEY, WILLIAM SAMUEL, Tunbridge Wells	July 16 Young & Co, Hastings
TINLEY, MARY, Tunbridge Wells	July 16 Young & Co, Hastings
WAUGHAN, SARAH ANN, Tunstall Park rd, Holloway	July 9 Pearce & Sons, Giltspur st
WARD, JANE TREVELYN, Ollerton, Notts	July 15 Watson & Co, Nottingham
WHISH, MARTIN HENRY, Weston super Mare	July 11 St Barre & Co, Delahay st, Westminster
WILLIAMS, SARAH, Penpaltman, Henllan, Denbigh	July 1 Foulkes-Roberts, Denbigh
WILLIAMSON, GEORGE, Leadenhall st	July 14 Flux & Co, East India av
<i>London Gazette</i> .—FRIDAY, June 3	
BONARD, ELLEN, Little Marlow, Bucks	July 5 Seagrove, Chancery in
BOTTIERILL, JOHN, York, Confectioner	July 15 Crombie & son, York
BRIGHT, CHARLES, St Albans, Essex	Farmer July 7 Devenish, Bayleigh, Essex
BURT, HENRY, Albourne, Sussex	Surgeon June 30 Brill, Brighton
CASTON, WILLIAM, Bishopsgate, Coach Ironmonger	August 12 Hobbs, Gt Titchfield st, Marylebone
CHALLINOR, HERBERT, Kennington rd	June 30 Llewellyn & Son, Tunstall
CLAPHAM, EMILY, West Croydon	July 1 Knapp-Fisher & Sons, Buckingham gate, Westminster
CRAIG, SIR HENRY DONALD, Putney	July 9 Edmonds, Queen Victoria st
CUNNINGWORTH, ROBERT, York	July 15 W & E T Wilkinson, York
FORD, WILLIAM JUSTICE, Abingdon	mains, Kensington August 1 Rogers & Co, Victoria
FURSELL, MARGARET, Clevedon	July 11 Langworthy, Bristol
GARRY, ELLEN, Oldbury, Worcester	July 1 Wright & Hollins, Oldbury
DYMOND, EDWARD EBENEZ, JP, DL, Aspley Guise, Beds	June 30 Dymond, Exeter
EVANS, JOHN, Egremont	July 1 Whitley & Co, Liverpool
GRISTNER, ANNIE, Sparkhill, Worcester	Tailor June 28 Williams, Birmingham
HARE, WILLIAM, Kingston upon Hull, Russian Merchant	July 1 Jacobs & Dixon, Hull
HEALING, WILLIAM GRAFTON, Tewkesbury	JP July 14 Marden & Co, Old Cavendish st
HIGGINSBOTHAM, SAMUEL, Llandudno	Grazier June 11 Chamberlain & Johnson, Llandudno
HUMPHREYS, HENRY, Balsall Heath, Birmingham	June 30 Buller & Cross, Birmingham
JENNEY, STEWART WILLIAM, Drayton Lodge, Bucks	July 1 Vaisey, Tring
JONES, SAMUEL BEEBLICK, Clifford, Hereford, Farmer	July 13 Griffiths, Hay, Brecon
KENVIN, GEORGE JAMES, Southampton, Licensed Victualler	July 14 Coxwell & Pope, Southampton
KINDSELL, WILLIAM CHARLES, Old Town, Croydon	July 1 Cudby, Chancery in
LLOYD, JOHN, Blackpool	July 4 Leigh, Manchester
MACGREGOR, ROBERT, Sunderland, Master Mariner	June 30 Bolam & Co, Sunderland
MARLOW, WILLIAM, Denton, Lancs	July 4 Drakwater & Co, Hyde
MARSHALL, REV JENNIFER, Barton Manor, Oxford	Aug 1 Tyrwhitt & Marshall, Oxford
MARSHON, AUGUSTINE, Southport	July 12 Parr & Co, Southport
MILLS, MARTHA FANNY, Orchester	St George, Witton
MURRAY, GERTRUDE LOUISA, Wimbledon Common	July 15 Mander & Sons, New sq, Lincoln's Inn Fields
PATTISON, JOHN, Newcastle upon Tyne, Plumber	July 1 Denison & Slater, Newcastle on Tyne
PERTWEE, ELIZABETH, Chelmsford	July 6 Meggy & Stunt, Chelmsford
POLSON, MARY, Clevedon, Somerset	July 11 Langworthy, Bristol
POOLE, ELIZA, Eardley cres, South Kensington	June 30 Llewellyn & Son, Tunstall
REDMAN, ALICE, Luddworth, Derby	July 9 Johnsons, Stockport
RILEY, ELIZABETH, Nottingham	July 5 Wells & Hind, Nottingham
RIMINGTON, GEORGE FREDERICK, Eastbourne, Solicitor	July 31 Hores & Co, Lincoln's Inn Fields
SARGENT, JOSEPH, Brailsford, Warwicks	Farmer July 1 Hancocks & Co, Shipston on Stour
SCHNEIDER, GUSTAV ADOLPH, Cheltenham	Teacher of Languages June 30 Griffiths & Waggoner, Cheltenham
SHARP, ELIZABETH, Stockbridge, Southampton	July 1 Gatey, Ambleside

SHELL, GEORGE ROBERT, Woodbury, Devon July 15 Friend & Tarbet, Exeter
 SHEPHERD, JAMES WILLIAM, Nailsea, Somerset, Plumber July 11 Langworthy, Bristol
 SHAPES, MARY ANN, Bowes Park July 6 Godwin & Son, Coleman st
 STANFIELD, HAROLD SINGLAIR, Gosforth, Newcastle on Tyne July 14 Pemberton & Co,
 New ct, Lincoln's inn
 STEEDS, ALBERT JAMES, Stratton on the Fosse, Yeoman July 52 Nalder, Shepton Mallet
 STOWELL, THOMAS PRESTON, Sussex June 30 Gates & Burnand, Brighton
 STUART, ELIZABETH SARAH, Leamington July 4 Stuart, Stroud, Glos
 TITTERINGTON, THOMAS GLEDHILL, Luddenden Foot, Halifax June 30 Huntriss, Halifax
 WARNE, ELIZABETH, Marylebone rd July 1 W & F Gregson, Southend on Sea
 WISE, MARK, Wokefield, Barks, Farmer June 24 Martin & Martin, Reading
 WOOD, RICHARD, Walworth June 30 Matthews & Co, Southwark st
 WOODWARD, GEORGE ARTHUR, Liscard, Chester June 30 Payne & Co, Liverpool
 WOODWARD, WILLIAM, Bedford, Baker July 8 Piper & Piper, Bedford

London Gazette.—TUESDAY, June 7

AIRBETT, RICHARD, Seaham Harbour, Durham, Accountant June 30 Burnicle & Morton, Sunderland
 ALDRIDGE, GEORGE HENRY, South Tottenham July 1 Martin & Co, King st
 ALLEN, JAMES OGDEN, Lytham, Lancs July 1 Turner & Sons, Preston
 BLAND, FREDERIC, Enfield July 16 Gush & Co, Finsbury circus
 BULL, RICHARD BAGGALLAY, Brixton July 1 Martin & Co, King st
 CHARD, RICHARD JAMES, Kennington Park gdns, Notting Hill July 22 Fox, Lower Seymour st, Portman sq
 CREEVE, JOHN, Sandbach, Chester Farmer Aug 1 Bayott & Sons, Sandbach
 CROWTHER, HENRY, Halifax, Plasterer June 29 Farrar & Crowther, Bradford
 EDRIDGES, REBECCA, Hastings June 28 Winter & Co, Chancery ln
 EDWARDS, REBECCA ANN, Solihull, Warwick July 16 Shute & Swinson, Birmingham
 EGINGTON, ELLEN JUDITH, Harpenden, Herts July 1 Eglington, Richmond rd, West Kensington Park
 FRANCIS, SAMUEL WILLIAM, Gray's inn rd, Revolving Shutter Manufacturer July 9 Byfield & Son, Stone bridge, Lincoln's inn
 FETTER, JOHN, Eccles, Manchester, Stock Broker July 7 Cobbett & Co, Manchester
 GERRARD, JOSEPH, Devonshire Park, Birkenhead July 5 Newman, Liverpool
 GIRDWOOD, JAMES, John st, Adelphi, Strand July 9 Irvine & Co, Crutched friars, Mark in
 HANNER, THOMAS, Withington, nr Manchester July 31 Rhodes, Manchester
 HOSHOUSE, Right Rev EDMUND, DD, Wells, Somerset July 23 Stoker & Hansell, Gray's in sq
 KELLETT, HANNAH, Buttershaw, Bradford June 29 Farrar & Crowther, Bradford
 LEWIN, EDWARD, Towcester, Northampton June 30 Whitton, Towcester
 LITTLE, Rev THOMAS PALLING, Edge Vicarage, nr Stroud July 15 Little & Whittingham, Stroud
 MACKENZIE, ALEXANDER, Apperley Bridge, Yorks, Stuff Merchant July 9 Watson & Co, Bradford
 MARSHALL, ESTHER, Yeadon, Yorks July 1 Newstead & Co, Otley
 MILES, GEORGE, Maldon, Essex July 11 Crick & Freeman, Ma don
 NEUMANN, Rev JOHN STUBBS, Bath July 19 Newton & Calcott, Leighton Buzzard, Beds
 OLIVER, WILLIAM, SELBY, SUSSEX June 24 White, Guildford
 PAGE, EDWIN, Ashton, Birmingham June 30 Coley & Coley, Birmingham
 PARISH, JOSEPH, Dowlow, Selby, Spade Manufacturer August 1 Leake, Shifnal, Salop
 PRICE, ARTHUR BULKELEY, Timperley, Chester July 7 Allen & Co, Manchester
 PRICE, SAMUEL, Domishope, Leicester July 1 Hands, Loughborough
 RICHARDS, WILLIAM, Grove Hill, Middlesbrough, Iron Founder July 4 Hardy, Middlebrough
 RICHARDSON, HARRY, Dover July 15 Mowill & Mowill, Dover
 SLACK, THOMAS, Rotherham, Yorks, Dentist July 22 March & Son, Rotherham
 SPILLER, MAUD HELEN, Brixton Hill August 1 Taylor & Co, Lavender hill
 TAYLOR, MARGUERITE, Hawley Croft, Sheffield July 1 Wilson, Sheffield
 THOMPSON, JOSEPH, Liverpool, Boot Maker July 18 Quiggin & Son, Liverpool
 THOSCOFT, ANN ALLEN, Plymouth July 20 Dobell, Plymouth
 TUKE, CHRISTIAN, Drayton gdns, South Kensington July 5 King & Burnell, Gresham st
 WAITE, ELIZABETH, Cheltenham July 15 Griffiths & Waggoner, Cheltenham
 WALLIS, THOMAS MARTIN, Northfleet, Kent July 15 Tolhurst & Co, Gravesend
 WASNIDGE, MARTHA, Sheffield July 4 Smith & Co, Sheffield
 WATTS, HENRY, Camberwell July 4 Parker, Wellington

Bankruptcy Notices.

London Gazette.—TUESDAY, June 7th.

ADJUDICATION ANNULLED.

JORDAN, TOM, Wimbledon, Surrey, Jobbing Builder Kingstone Adjud Feb 8, 1890 Annual April 29, 1904

London Gazette.—FRIDAY, June 10.

RECEIVING ORDERS.

ARNOLD, ALFRED ALBERT, Riding Gate, nr Winsanton, Somerset, Farmer Yeovil Pet June 7 Ord June 7

BLACK, JAMES, Moss Side, nr Manchester, Builder Manchester Pet June 6 Ord June 6

BODDY, JOSHUA LEN, Nelson, Lancs, Fishmonger Burnley Pet June 6 Ord June 6

BRAY, ARTHUR, Hastings, Auctioneer Hastings Pet June 7 Ord June 7

BRAY, JOHN, St Leonard's on Sea, Auctioneer Hastings Pet May 26 Ord June 4

BROWN, SAMUEL, Sheffield, Builder Sheffield Pet June 8 Ord June 8

CARTER, T, Kingswinford, Staffs, Baker Stourbridge Pet May 17 Ord June 3

CATHTRON, CHARLES HALSTAD, Leeds, Painters' Labourer

Leeds Pet June 6 Ord June 6

CLOWES, THOMAS, Briggate, Leeds, Stereotyper Leeds Pet June 4 Ord June 4

CRANKSHAW, RICHARD LOUIS, and CHARLES CRANKSHAW, Merchants Manchester Pet June 1 Ord June 6

CRAWSHAW, HERBERT, Kingston upon Hull, Draper King-
ston upon Hull Pet June 4 Ord June 6

DAGWORTHY, THOMAS, Tooting, Fishmonger Wandsworth Pet May 13 Ord June 7

DAVENPORT, JOHN WILLIAM, Burslem, Staffs, Draper Han-
ley Pet May 11 Ord June 3

EVANS, THOMAS, Brynmawr, Brecon, Draper Tredegar Pet June 7 Ord June 7

FAULKNER, RICHARD, Irlams o' th' Height, nr Manchester,

Manchester, Corn Merchant Salford Pet May 20 Ord

June 7

FEYER, THOMAS BRAITHWAITE FRANZS, Ilkley, Yorks Leeds Pet June 7 Ord June 7

GUILLOW, JOHN, Gillingham, Kent Rochester Pet May 11 Ord June 6

HARDING, JOHN, Pontypool, Mon, Newsagent Newport, Mon Pet June 8 Ord June 8

HARRIS, DAVID THOMAS, Maesteg, Outfitter Cardiff Pet June 8 Ord June 8
 HARVEY, ELI, Ash, nr Aldershot, Coal Merchant Guildford Pet May 20 Ord June 7
 HICKMAN, JAMES, Newcastle under Lyne, Tailor's Cutter Hanley Pet June 6 Ord June 6
 HILL, EDWIN, Wellow, Somerset, Licensed Victualler Bath Pet June 6 Ord June 6
 HILLIER, FREDERICK JOHN, Swindon, Insurance Agent Swindon Pet June 7 Ord June 7
 HOOTON, WALTER, Stapleford, Notts, Stonemason Derby Pet June 8 Ord June 8
 HOUGHTON, THOMAS, and JOHN WILLIAM HOUGHTON, Heaton Norris, Lancs, Wheelwrights Stockport Pet June 7 Ord June 7
 HUNTER, ADAM, Sunderland, Pattern Maker Sunderland Pet June 4 Ord June 4
 JONES, JAMES, Mardy, Glam, Insurance Agent Pontypridd Pet June 7 Ord June 7
 JONES, JOSEPH, EDWARD, Rhosyglasgoed, Meifod, Farmer N-Wales Pet June 6 Ord June 6
 JUDD, THOMAS SING, Treforest, Glam, Undertaker Peny-
pridd Pet June 6 Ord June 6
 KERSHAW, JOHN, Mylthomroyd, Yorks, Sawmill Engineer Burnley Pet June 8 Ord June 8
 MARSH, GEORGE WILLIAM, Cheltenham, Florist Cheltenham Pet June 7 Ord June 7
 MILLER, JAMES WILLIAM, HOVE, SUSSEX, Carman Brighton Pet June 8 Ord June 8
 MITCHELL, GEORGE, Chute, Wilts, Farmer Salisbury Pet June 6 Ord June 6
 MONKHOUSE, THOMAS WILLIAM, Knaresborough, Yorks, Grocer York Pet May 9 Ord June 6
 MORGAN, JOHN, Birmingham, Timber Merchant Birmingham Pet May 26 Ord June 7
 MORRISH, WILLIAM, Exeter, Licensed Victualler Exeter Pet May 26 Ord June 6
 OLDFIELD, CORNELIUS, Stanground, Huntingdon, Brickworks Manager Peterborough Pet June 8 Ord June 8
 OSBORNE, EDWIN HENRY, Sherburn in Elmet, Yorks, Inn-
keeper York Pet May 20 Ord June 6
 OYLER, HENRY, Camberwell, Caf Proprietor High Court Pet May 11 Ord June 8
 PENNY, JOHN, Baitow in Furness, Fruiterer Barrow in Furness Pet June 8 Ord June 8
 PERKINS, GEORGE WESTERLY, West Bridgford, Notts, Builder Nottingham Pet June 7 Ord June 7
 PERKINS, WALTER, Daybrook Vale, Notts, Farmer Notting-
ham Pet June 6 Ord June 7
 POTTON, CHARLES, Hoe st, Walthamstow, Builder High Court Pet May 19 Ord June 8

WILKINSON, JANE, Croydon July 14 Bird & Lovibond, Uxbridge
 WILLIAMS, MARY, Porchester ter, Lancaster Gate July 9 Bevir, Devereux chmrs,
 Temple
 WINTERBOTTOM, JAMES HENRY, Birkdale, Lancs, Newsagent July 1 Wright & Co, Liver-
 pool
 WRIGHT, JOHN, Blackwall, Painter July 14 Forbes & Son, London st, Fenchurch st

London Gazette.—FRIDAY, June 10.

ASPINWALL, Lieut Col JAMES HENRY, H M Third Dragoon Guards June 30 Budd & Co,
 Bedford row

ATHEY, WILLIAM, Wadsworth, Yorks, Labourer July 1 Allen, Doncaster

BEARDWORTH, ISABELLA, Ashton on Ribble, Preston July 20 W & J Cooper, Preston

BRATT, ELIZABETH, Stone, Staffs June 24 Belly-e, Audlem, Cheshire

BROWNE, EDWARD, Southport July 27 H C & A S Reynolds, Liverpool

CHAMBERS, CHARLES MARTIN, Kensington July 21 Saxton & Morgan, Somerset st, Port-
 mad sg

CHOLMELEY, ROSA ANTONIA, Clifton, Glos July 8 Dimond & Son, Welbeck st

CHURCHER, FANNY, Southwick, Hants July 10 King & Franckeis, Portsmouth

COLVILLE, HARDETT, Macclesfield July 27 Hind & Co, Manchester

COPEMAN, SUSAN, Harleston, Norfolk July 15 Turner, Basinghall av

DALE, SARAH, Ashton under Lyne July 9 Booth & Wilkinson, Ashton-under-Lyne

DAVIS, MARY ANN, Moseley, Worcester June 24 Foster & Co, Birmingham

DOWNING, MARY ANN, Maida Hill July 29 Wadeon & Malleson, Devonshire sq,

Bishopsgat

ELLIOT, SARAH TAYLOR LADY, Whitby, Yorks July 13 Brown & Co, Abingdon st, West-
 minster

FENTON, WILLIAM, Ashford, nr Bakewell, Derby Aug 10 F & H Taylor, Bakewell

FIDLER, MARY ANN, Newton Moor, Hyde, Chester Aug 13 Hibbert & Westbrook, Man-
 chester

FOWKES, FRANCIS WILLIAM, Derby, Butcher June 30 Moore, Derby

GIBSON, JOHN, Cross Gates, Barwick in Elmet, Yorks July 15 McLintock, Leeds

GREATREX, FERNAND, Hillington West July 14 Bird & Lovibond, Uxbridge

GREAVER, EDWARD, Stannington, Yeoman July 11 Smith & Co, Sheffield

HARRISON, RICHARD, Hinderwell, Yorks, Butter Merchant July 8 Hoggett, Loftus,
 R SO

HART, HENRIETTA TOWNSEND, Bath July 10 Payne & Fuller, Bath

HEMMAN, HENRY CHARLES, East Hanney, nr Wantage, Berks, General Shopkeeper July 9
 Jotcham & Son, Wantage

HILL, CHARLES WATSON, Bedford row, Solicitor July 21 Collyer-Bristow & Co,
 Bedford row

HOSKIN, WILLIAM, North Collingham, Notts July 18 Blagg, Newark upon Trent

KINGDON, HARRY, Maid's hill West, Barrister at Law July 1 Knapp-Fisher & Sons,
 Buckingham gate, Westminster

LEEFER, GEORGE, Highbury July 9 Lumley & Lumley, Old Jewry chmbs

LEICESTER, VICTORIA ALICE, Zealand Redmayne, Carnforth Aug 6 Hart-Dyke, Lan-
 caster pl

MCGARRY, ANNE HEATON, Newcastle upon Tyne July 20 Millions, Newcastle upon Tyne

MAYNARD, JOHN PARSONS, Putney July 25 Sloper & Co, Wandsworth

PALMER, CHARLES, New London st, Wine Merchant July 31 Wild & Collins, Lawrence
 In, Cheapside

RIDSDALE, CHARLES EDWARD, Boston Spa, Yorks July 13 Smith & Co, Sheffield

SMITH, MARY ANN, Beethoven st, Queen's Park July 18 Edmunds & Rutherford, Gt
 Winchester st

SMITH, WILLIAM, Dartmouth, Solicitor July 15 Smith, Dartmouth

SMITHIES, THOMAS, Bradford Aug 1 Turnbull, Bradford

SPIKE, HERBERT, Seven Sisters rd, Stoke Newington July 23 Price & Sons, Walbrook

TROLOGO, SOPHOCLES, Esher, Surrey Aug 8 Ellis & Bickersteth, Basinghall st

TEMPERLEY, MARY, Westhoughton, Lancs July 18 Dootson, Leigh, Lancs

TYVERDALE, JOSEPH, Radcliffe, Lancs, Pipe Fitter Aug 6 Hart-Dyke, Lancaster pl

WILDER, CALEB, Chailey, nr Lowes, Farmer July 16 Hillman, Leyton

WATTON, WILLIAM AMBROS, Hockley, Birmingham July 2 Rook, Birmingham

WEBB, WILLIAM, Beswick, Manchester July 16 Clementson & Lund, Manchester

WEBSTER, WILLIAM, Bunting, Bucks June 24 Weed & Mason, Maidenhead

WILSON, SARAH ANN, Upper Boddington, Northampton July 15 Fairfax, Banbury

WOODHOUSE, ALBERT, Grocer, July 11 Smith & Co, Sheffield

WOOTTON, ENOCH, Bloxwich, Staffs, Beerhouse Keeper Aug 9 Evans, Walsall

PRITCHARD, SAMUEL CASSIN, Wolverhampton, Commercial Traveller Wolverhampton Pet June 8 Ord June 8

PYNE, FRANK, Chancery Lane, Newsroom Proprietor High Court Pet May 12 Ord June 8

BEEVES, JAMES, Burry Port, Carmarthen, Labourer Carmarthen Pet June 6 Ord June 6

SAVAGE, HENRY, Baythorne st, Bow High Court Pet June 6 Ord June 6

SIMONS, ELKAN, Birmingham, Cigar Merchant Birmingham Pet May 28 Ord June 8

SMITH, JAMES WILLIAM, Gt Yarmouth, Carter Gt Yarmouth Pet June 6 Ord June 6

STAPLES, CHARLES, and WILLIAM JAMES STAPLES, Codnor, Derby, Drapers Derby Pet June 6 Ord June 6

SUGDEN, WILLIAM, Huddersfield, Clothier Huddersfield Pet May 27 Ord June 8

TAYLOR, BERTHA, William, Brighton High Court Pet June 8 Ord June 8

THOMAS, JOHN, Pontardawe, Glam, Builder Aberavon Pet June 8 Ord June 8

VAUGHAN, ROBERT, Denbigh, Coachbuilder Bangor Pet June 8 Ord June 8

VON HILL, LEOPOLD, Dockhead, Surrey, Tobacconist High Court Pet June 7 Ord June 7

WARING, JOHN BERNARD, Greenwich, Tailor Greenwich Pet June 6 Ord June 6

WILKINSON, FRANK, Leadenhall st, High Court Pet June 6 Ord June 6

WILLIAMS, LEWIS, Carnarvon, Auctioneer's Assistant Bangor Pet June 7 Ord June 7

YEASLEY, EDWIN, Devizes, Draper Bath Pet May 16 Ord June 6

Amended notice substituted for that published in the London Gazette of May 31:

JONES, EVAN, Pontypridd, Glam, Collier Pontypridd Pet May 26 Ord May 26

Amended notices substituted for those published in the London Gazette of June 3:

EVANS, THOMAS, Cilfynydd, Glam, Collier Cardiff Pet May 27 Ord May 27

WATTS, EDWIN MORTON, Levenshulme, nr Manchester, Boat Factor Manchester Pet May 2 Ord June 1

FIRST MEETINGS.

ALCOCK, JOSEPH HENRY, Forest Hill, Baker June 20 at 12.30 24, Railway app, London Bridge

ALDERSON, WILLIAM, York, Baker June 20 at 3.15 Off Rec,

The Bed House, Duncombe pl, York

CATHRON, CHARLES HALSTAD, Leeds, Painter's Labourer June 20 at 11.30 Off Rec, 22, Park row, Leeds

June 18, 1904.

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- CLOWES, THOMAS, Briggate, Leeds, Steeptypewriter June 20 at 11 Off Rec, 22 Park row, Leeds
- CRANSHAW, RICHARD LOUIS, and CHARLES CRANSHAW, Manchester, Merchants June 20 at 3 Off Rec, Byrom st, Manchester
- GULLIFORD, HENRY, Ash, Somerset, Road Contractor June 20 at 12.30 Off Rec, City chmbs, Endless st, Salisbury
- DAVESPORT, JOHN WILLIAM, Burgham, Staffs, Draper June 20 at 11.15 Off Rec, King st, Newcastle, Stafford
- DEER, JOHN, Newport, Mon, Baker June 20 at 11 Off Rec, Westgate chmbs, Newport, Mon
- EDWARDS, WILLIAM HUGH, Holylead June 21 at 11.15 Crypt chmbs, Eastgate row, Chester
- ELWORTHY, JOHN HENRY, Kirkgate, Tadcaster, Yorks, Licensed Victualler June 20 at 2.30 Off Rec, The Red House, Duncome pl, York
- FAYER, THOMAS BRAITHWAITE FRAZER, Ilkley, Yorks June 20 at 12 Off Rec, 22 Park row, Leeds
- GULLION, JOHN, Gillingham, Kent June 20 at 11.30 115, High st, Rochester
- HARIES, JOHN, Ferndale, nr Pontypridd, Collier June 20 at 3 135, High st, Merthyr Tydfil
- HESEKET, THOMAS HODGE, Southport, Lancs, Poulters' Assistant June 21 at 2.30 Off Rec, 35, Victoria st, Liverpool
- HEWLETT, DANIEL, Gloucester June 18 at 12 Off Rec, Station rd, Gloucester
- HUNTER, ADAM, Sunderland, Patternmaker June 20 at 3.15 Off Rec, 25, John st, Sunderland
- JOHNSON, ROBERT, Morpeth, Northumberland, Plumber June 18 at 12 Off Rec, 30, Mosley st, Newcastle-on-Tyne
- JONES, DANIEL, Halvergate, Norfolk, Bricklayer June 20 at 12.30 Off Rec, 8, King st, Norwich
- JONES, EVAN, Pontygwaith, Glam, Collier June 22 at 12 135, High st, Merthyr Tydfil
- MCKELL, CHARLES, Southport, Tailor June 21 at 12 Off Rec, 35, Victoria st, Liverpool
- MAINWARING, HARRY HILDITCH, Stretford, nr Manchester, Boot Dealer June 22 at 3 Off Rec, Byrom st, Manchester
- MORRIS, WILLIAM, Exeter, Licensed Victualler June 23 at 10.30 Off Rec, 9, Bedford circus, Exeter
- OSBORN, EDWIN HENRY, Sherburn in Elmet, Yorks, Innkeeper June 20 at 4 Off Rec, The Red House, Duncome pl, York
- PERKINS, WALTER, Daybrook Vale, Notts, Farmer June 18 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
- POTON, CHARLES, Hoe st, Walthamstow, Builder June 22 at 2.30 Bankruptcy bldgs, Carey st
- PYNE, FRANK, Chancery in, News Room Proprietor June 23 at 12 Bankruptcy bldgs, Carey st
- REEVES, JAMES, Butty Port, Carmarthen, Labourer June 18 at 11.30 Off Rec, 4, Queen st, Carmarthen
- ROBERTSON, WILLIAM JAMES, Liverpool, Tobacconist June 22 at 12 Off Rec, 35, Victoria st, Liverpool
- SAVAGE, HENRY, Baythorne st, Bow June 20 at 11 Bankruptcy bldgs, Carey st
- SMITH, WILLIAM JOHN, Winton, Bournemouth June 20 at 12.45 Off Rec, City chmbs, Endless st, Salisbury
- STEAD, GEORGE, Cotham Brow, Bristol, Grocer June 27 at 12.15 4, Corn st, Leominster
- WHILLIAMS, LLEWELYN, Dockhead, Surrey, Tobacconist June 25 at 11 Bankruptcy bldgs, Carey st
- WILKINSON, FRANK, Leadenhall st, June 22 at 11 Bankruptcy bldgs, Carey st
- WILKINSON, JOHN, Hathershorne, Derby, Carpenter June 18 at 11 Off Rec, 47, Full st, Derby
- ADJUDICATIONS.**
- ALCOCK, JOSEPH HENRY Forest Hill, Baker Greenwich Pet May 6 Ord June 7
- ARNOLD, ALFRED ALBERT, Riding Gate, nr Wincanton, Somerset, Farmer Yeovil Pet June 7 Ord June 7
- BLACK, JAMES, Moss Side, nr Manchester, Builder Manchester Pet June 6 Ord June 6
- BODDY, JOSHUA LEE, Nelson, Lancs, Fishmonger Burnley Pet June 6 Ord June 6
- BOOY, JOHN, South Reddish, Stockport, Bookkeeper Stockport Pet May 12 Ord June 8
- BROWN, SAMUEL, Salford, Builder Sheffield Pet June 8 Ord June 8
- CARTER, T. KINGSWINFORD, Staffs, Baker Stourbridge Pet May 17 Ord June 3
- CARTHORN, CHARLES HALSTEAD, Leeds, Painter's Labourer Leeds Pet June 6 Ord June 6
- CLOWES, THOMAS, Briggate, Leeds, Stereotypewriter Pet June 4 Ord June 4
- CRANSHAW, HERBERT, Kingston upon Hull, Draper King-st upon Hull Pet June 4 Ord June 6
- DAVESPORT, JOHN WILLIAM, Burgham, Staffs, Draper Hanley Pet May 11 Ord June 8
- FOSTER, MARTHA, Darlaston, Staffs, Grocer Walsall Pet May 31 Ord June 6
- FYERS, THOMAS BRAITHWAITE FRAZER, Ilkley Leeds Pet June 7 Ord June 7
- HARRIS, DAVID THOMAS, Minsteg, Glam, Outfitter Cardiff Pet June 8 Ord June 8
- HARVEY, ELLI, ASH, nr Aldershot, Coal Merchant Guildford Pet May 20 Ord June 7
- HEGGLER, ALBERT HENRY, Manchester, Circus Proprietor Manchester Pet May 12 Ord June 7
- HICKMAN, JAMES, Newcastle-under-Lyme, Tailor's Cutter Hanley Pet June 6 Ord June 6
- HILL, EDWIN, Wellow, Somerset, Licensed Victualler Bath Pet June 6 Ord June 6
- HILLIER, FREDERICK JOHN, Swindon, Insurance Agent Swindon Pet June 7 Ord June 7
- HOOTON, WALTER, Stapleford, Notts, Stonemason Derby Pet June 8 Ord June 8
- HOUGHTON, THOMAS, and JOHN WILLIAM HOUGHTON, Heaton Norris, Lancs, Wheelwrights Stockport Pet June 7 Ord June 7
- HUNTER, ADAM, Sunderland, Patternmaker Sunderland Pet June 4 Ord June 4
- JONES, JAMES, Mardy, Glam, Insurance Agent Pontypridd Pet June 7 Ord June 7
- JUDD, THOMAS SING, Treforest, Glam, Undertaker Pontypridd Pet June 6 Ord June 6
- KERSHAW, JOHN, Mytholmroyd, Yorks, Saw Mill Engineer Burnley Pet June 8 Ord June 8
- MARLOW, CHARLES WILLIAM, Walsall, Horse Collar Manufacturer Walsall Pet June 2 Ord June 6
- MARSH, GEORGE WILLIAM, Cheltenham, Florist Cheltenham Pet June 7 Ord June 7
- MITCHELL, GEORGE, Chute, Wilts, Farmer Salisbury Pet June 6 Ord June 6
- MONKTON, HERBERT, Gt Barr, Staffs, Coal Merchant Walsall Pet April 14 Ord June 7
- OLDING, CORNELIUS, Stanground, Hunts, Farmer Peterborough Pet June 8 Ord June 8
- OSBORNE, EDWIN HENRY, Sherburn in Elmet, Yorks, Innkeeper York Pet May 20 Ord June 8
- OSWALD, THOMAS RIDLEY, Uplands, Swansea, Ship Owner Swansea Pet May 12 Ord June 6
- PENNY, JOHN, Barrow-in-Furness, Fruiterer Barrow-in-Furness Pet June 8 Ord June 8
- PERKINS, GEORGE WESTLEY, West Bridgford, Notts, Builder Nottingham Pet June 7 Ord June 5
- PRITCHARD, SAMUEL CASSIN, Wolverhampton, Commercial Traveller Wolverhampton Pet June 8 Ord June 8
- REEVES, JAMES, Butty Port, Carmarthen, Labourer Carmarthen Pet June 6 Ord June 6
- SAVAGE, HENRY, Baythorne st, Bow High Court Pet June 6 Ord June 6
- SPILLER, HENRY, Hove, Sussex, Captain Brighton Ord June 7
- STAPLES, CHARLES, and WILLIAM JAMES STAPLES, Codnor, Derby, Drapers Derby Pet June 6 Ord June 6
- TAYLOR, BERTHARD WILLIAM, Brighton, High Court Pet June 8 Ord June 8
- THOMAS, JOHN, Pontardawe, Glam, Builder Neath and Aberavon Pet June 8 Ord June 8
- TRIPLE, JAMES, Hill Top, West Bromwich, Grocer West Bromwich Pet April 27 Ord June 4
- VAUGHAN, ROBERT, Denbigh, Coachbuilder Bangor Pet June 8 Ord June 8
- VON HILL, LEOPOLD, Dockhead, Surrey, Tobacconist High Court Pet June 7 Ord June 7
- WAREING, JOHN BERNARD, Greenwich, Tailor Greenwich Pet June 6 Ord June 6
- WATTS, EDWIN MORTON, Levenshulme, nr Manchester, Boot Factor Manchester Pet May 2 Ord June 6
- WIGLEY, GEORGE FRANCIS, West Dulwich, Builder High Court Pet May 6 Ord June 6
- WILLIAMS, LEWIS, Carnarvon, Travelling Auctioneer's Assistant Bangor Pet June 7 Ord June 7
- WILSON, THOMAS CHARLES, Sheffield, Jeweller Sheffield Pet May 11 Ord June 7
- WORTINGTON, CATHERINE, chorley, Lancs, Licensed Victualler Bolton Pet May 6 Ord June 7
- WRIGHT, LOTT JOHN, Sheffield, Manufacturers' Agent Sheffield Pet April 23 Ord June 7
- Amended notice substituted for those published in the London Gazette of May 31 and June 7:
- MALDIFASSI, RUDOLPH, Soho st, Share Dealer High Court Pet March 30 Ord June 6
- Amended notice substituted for that in the London Gazette of May 31:
- JONES, EVAN, Pontygwaith, Glam, Collier Pontypridd Pet May 28 Ord May 28
- Amended notice substituted for that published in the London Gazette of June 3:
- EVANS, THOMAS, Cilfynydd, Glam, Cardiff Pet May 27 Ord May 27
- ADJUDICATION ANNULLED.**
- VON LORTSCH, EDITH, Caldbeck villa, Abergavenny Tredegar Adjud April 9, 1900 Annul May 10, 1904 *London Gazette.—TUESDAY, June 14.*
- RECEIVING ORDERS.**
- ADLESTONE, DAVID, Leeds, Boot Manufacturer Leeds Pet May 26 Ord June 9
- ATKINS, WILLIAM HENRY, Hendon, Horse Dealer Barnet Pet June 8 Ord June 8
- BEATTY, WILLIAM JOHN, Stockton on Tees, Medical Practitioner Stockton on Tees Pet May 19 Ord June 8
- BEDELL, ALBERT EDWARD, and HARRY BEDELL, Wakefield, Removal Contractors Wakefield Pet June 10 Ord June 10
- BUCKNELL, STEPHEN, Moordown, nr Bournemouth Poole Pet March 28 Ord June 10
- BOARDMAN, HELEN, Leigh, Lancs Bolton Pet May 16 Ord June 8
- BOLTON, THOMAS ARTHUR NASSAU, Dover Canterbury Pet March 25 Ord June 9
- BOWSER, JOHN, Hunslet, Leeds, Builder Leeds Pet May 10 Ord June 9
- CULLINGFORD, JOHN GARBD, Horley, Surrey, Builder Croydon Pet May 12 Ord June 7
- CUMMINS, JOHN BELBY, Middlebrough, Barman Middlebrough Pet June 9 Ord June 9
- CUSSE, ERNEST, Broughton, Southampton, Medical Practitioner Southampton Pet June 10 Ord June 10
- DAVIS, FREDERICK, Bristol, Printer Bristol Pet June 10 Ord June 10
- EDEN, ROBERT HENRY, Plymouth, Licensed Victualler Plymouth Pet May 14 Ord June 10
- FARE, THOMAS, Pontypridd, builder Pontypridd Pet June 10 Ord June 10
- FRASER, ROBERT ATKIN, Warburton, Chester, Leather Merchant's Manager Liverpool Pet June 8 Ord June 8
- FREDDERICK, PHILIP, Gt St Helen's, Wine Merchant High Court Pet May 16 Ord June 10
- FERMAN, V. R. H., Kentsbury, Devon Barnstaple Pet May 31 Ord June 10
- GRAY, HECTOR, Southend on Sea High Court Pet May 18 Ord June 10
- GRIFFIN, FRANCIS WILLIAM, Bristol, Insurance Agent Bristol Pet May 30 Ord June 9
- GWINNETT, GEORGE, Walsall, Ironfounder Walsall Pet June 8 Ord June 8
- HABSBURG, JAMES, Egremont, Cumberland, Cattle Dealer Milom Pet June 9 Ord June 9
- HIBBERD, CHARLES, Carisbrooke, I of W, Grocer's Assistant Ryde Pet June 11 Ord June 11
- HOLT, ALBERT ERNEST, Gt Ormesby Gt Yarmouth Pet June 10 Ord June 10
- HUGH, WILLIAM, Milford Haven, Pembroke, Brass Founder Pembroke Dock Pet June 19 Ord June 10
- HUNTY, GROVE, HENRY, New Bond st High Court Pet May 20 Ord June 10
- JAMES, WILLIAM WALLACE, Insurance Agent Walsall Pet June 8 Ord June 8
- JOHN, LOTWIG, Senghenydd, Glam, Milk Vendor Pontypridd Pet June 9 Ord June 9
- LAWLER, RALPH, Herne Bay, Watchmaker Canterbury Pet June 11 Ord June 11
- LOGAN, JAMES GEORGE, Maidstone, Traveller Maidstone Pet June 11 Ord June 11
- NADIN, WILLIAM JOHN, West Worthing, Builder Brighton Pet June 9 Ord June 9
- O'DDY, CHARLES EDWIS, Bradford, Rope Merchant Bradford Pet June 9 Ord June 9
- PERRY, JOHN, Kidsgrove, Staffs, Draper Hanley Pet June 10 Ord June 10
- PHILLIPS, ENOCH, Pontypridd, Striker Pontypridd Pet June 10 Ord June 10
- PRATT, EDGAR, Luton, General Dealer Luton Pet June 10 Ord June 10
- RYAN, RICHARD, Pontlottyn, Glam, Boot Dealer Merthyr Tydfil Pet June 10 Ord June 10
- SANFORD, MINNA, Wellington sq, Sloane sq High Court Pet June 9 Ord June 9
- SHIELD, SYDNEY, Newton Abbot, Devon, Hosiery and Hatter Exeter Pet June 10 Ord June 10
- SIMPSON, WILLIAM LANCELOT, Amlwch, Anglesey, Commercial Traveller Bangor Pet June 9 Ord June 9
- SINGLETAL, WILLIAM, and WALTER SINGLETAL, Bolton, Bakers Bolton Pet May 20 Ord June 9
- SLOGETT, GEORGE, Pembroke Dock, Licensed Victualler Pembroke Dock Pet June 9 Ord June 9
- SHALE, WILLIAM JAMES, and SOPHIA SHALE, Swansea, Butchers Swansea Pet June 9 Ord June 9
- STEVENS, ROBERT, Carlton Husthwaite, Yorks, Builder York Pet June 9 Ord June 9
- STEVENSON, WILLIAM WOODWARD, Kidderminster, Worcester, Builder Kidderminster Pet May 17 Ord June 4
- TOTTY, HARRY, Sheffield, Fruiterer Sheffield Pet June 9 Ord June 9
- WHITE, JOHN, Crediton, Devon, Builder Exeter Pet June 10 Ord June 10
- WILLIAMS, DAVID SIVIA, Rhyl, Flint, Theatrical Manager Bangor Pet June 11 Ord June 11
- WILLIAMS, MATTHEW EDWARD, Old Broad st, Solicitor High Court Pet May 12 Ord June 9
- Amended notice substituted for that published in the London Gazette of May 20:
- CURTIS, JOHN, and GEORGE HENDERSON WEAVER, Beckenham, Builders Croydon Pet May 16 Ord May 18
- Amended notice substituted for that published in the London Gazette of June 3:
- SPARK, MATTHEW WILLIAM, Trimdon Grange, Durham Durham Pet June 1 Ord June 1
- FIRST MEETINGS.**
- ADLESTONE, DAVID, Leeds, Boot Manufacturer June 22 at 11.30 Off Rec, 22 Park row, Leeds
- ALLEN, ARTHUR, Dudley, Worcester, Glass Merchant June 24 at 11 Off Rec, 199, Wolverhampton st, Dudley
- BALL, NATHANIEL, Wrexham, Confectioner June 22 at 2.45 Crypt chmbs, Eastgate row, Chester
- BLACK, JAMES, Moss Side, nr Manchester, Builder June 24 at 2.30 Off Rec, Byrom st, Manchester
- BOARDMAN, HELEN, Leigh, Lancs June 22 at 11.30 19, Exchange st, Bolton
- BOLTON, THOMAS ARTHUR NASSAU, Dover June 23 at 9.30 Off Rec, 68, Castle st, Canterbury
- BOON, JOHN, South Reddish, Stockport, Bookkeeper June 24 at 11 Off Rec, County chmbs, Market pl, Stockport
- BOWSER, JOHN, Hunslet, Leeds, Builder June 22 at 11 Off Rec, 22 Park row, Leeds
- BROWN, SAMUEL BURDEKIN, Sheffield, Builder June 23 at 12 Off Rec, Fivetime in, Sheffield
- BUNNELL, ELDERD, Gaywood, Norfolk, Wood Turner June 25 at 12 Off Rec, 8, King st, Norwich
- COLLIER, GEORGE, Gt Grimaby, Painter June 22 at 11 Off Rec, 15, Osborne st, Gt Grimaby
- DAVIES, WILLIAM, Swansea, Tramway Official June 23 at 12 Off Rec, 31, Alexander rd, Swansea
- EASTON, HERBERT MIZEN, Brentford, Public house Manager June 23 at 12 Off Rec, 14, Bedford row
- ELLIS, ARTHUR GLOSON, Thurnscoe, Yorks, Grocer June 23 at 12.30 Off Rec, Fivetime in, Sheffield
- EMERY, WILLIAM, Sheepy Magna, nr Athertonstone, Warwick, Threshing Machine Foreman June 23 at 11 174, Corporation st, Birmingham
- EVANS, THOMAS, Cilfynydd, Glam, Collier June 23 at 3 17, st Mary st, Cardiff
- FREDDERICK, PHILIP, Gt St Helen's, Wine Merchant June 23 at 11 Bankruptcy bldgs, Carey st
- HAMILTON, NORMAN PHILIP, Basnghall st June 22 at 11 Bankruptcy bldgs, Carey st
- HARRIS, ELIAS, HM Prison, Brixton June 28 at 2.30 Bankruptcy bldgs, Carey st
- HILLIERS, FREDERICK JOHN, Swindon, Insurance Agent June 22 at 12 Off Rec, 38, Regent circus, Swindon
- HOBBS, JAMES, Malmesbury, Wiltz, Saddler June 22 at 11.30 Off Rec, 38, Regent circus, Swindon
- HODGES, HENRY VILLETT, Kennington rd, Merchant July 27 at 12 Bankruptcy bldgs, Carey st
- HOGAN, WALTER, Stapleford, Notts, Stonemason June 22 at 11 Off Rec, 47, Full st, Derby
- HORN, EDWARD, Lowndes sq June 28 at 11 Bankruptcy bldgs, Carey st
- HOUGHTON, THOMAS, and JOHN WILLIAM HOUGHTON, Heaton Norris, Lancs, Wheelwrights June 24 at 12 Off Rec, County chmbs, Market pl, Stockport
- JONES, JOSEPH EDWARD, Rhosyglaedog, Maiford, Farmer June 30 at 10.30 1, High st, Newtown
- JUDD, THOMAS SING, Treforest, Glam, Undertaker June 24 at 12 135, High st, Merthyr Tydfil

- LITHERLAND, THOMAS, sen., Burnley, Picture Framer June 23 at 11 Off Rec, 14 Chapel st, Preston
- LLEWELLYN, GEORGE, Birmingham, Baker June 23 at 12 174, Corporation st, Birmingham
- MANSELL, GEORGE, Chaddles Hulme, Cheshire, Printer June 24 at 11.30 Off Rec, County Chambers, Market pl, Stockport
- MARSH, GEORGE WILLIAM, Cheltenham, Florist June 23 at 11.15 County Court bldgs, Cheltenham
- MEINHARDT, MARIE ELEONORE, Ebury st, Court Dressmaker June 23 at 12 Bankruptcy bldgs, Carey st
- MILLER, JAMES WILLIAM, Hove, Carman June 22 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
- MITCHELL, GEORGE, Chute, Wilts, Farmer June 23 at 12.30 Off Rec, City Chambers, Endless st, Salisbury
- MONKHOUSE, THOMAS WILLIAM, Knaresborough, Grocer June 23 at 12 Off Rec, The Red House, Duncombe pl, York
- MOORE, ALGERNON, and JOHN STAR MOORE, East Molesey, Surveyors June 22 at 11.30 24, Railway app, London Bridge
- MOUNSY, ARCHIBALD RITSON, Embleton, or Cockermouth, Cumberland, Farmer June 24 at 3 Court House, Cockermouth
- NADIN, WILLIAM JOHN, West Worthing, Builder June 30 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
- ODDY, CHARLES EDWIN, Bradford, Rope Merchant June 23 at 3 Off Rec, 29, Tyrell st, Bradford
- OYLE, HENRY, Cambridge st, Camberwell, Cab Proprietor June 22 at 2.30 Bankruptcy bldgs, Carey st
- PRICE, FREDERICK JOHN, Blaina, Mon., Licensed Victualler June 23 at 13 135, High st, Merthyr Tydfil
- REEVES, JOHN WILLIAM, Malmesbury, Wiltz, Fishmonger June 22 at 11 Off Rec, 38, Regent Circus, Swindon
- SANFORD, MINNA, Wellington sq, Sloane sq, June 23 at 2.30 Bankruptcy bldgs, Carey st
- SHIELD, SYDNEY, Newton Abbot, Devon, Hatter June 25 at 10.30 Off Rec, 9, Bedford Circus, Exeter
- SPARK, MATTHEW WILLIAM, Trimdon Grange, Durham June 22 at 3.15 Off Rec, 25, John st, Sunderland
- SPILLER, HENRY, Hove, Sussex, Captain June 30 at 10.45 Off Rec, 4, Pavilion bldgs, Brighton
- STEVENS, ROBERT, Carlton Husthwaite, nr Thirsk, Yorks, Builder June 23 at 3 Off Rec, The Red House, Duncombe pl, York
- SUGDEN, WILLIAM, Huddersfield, Clothier June 23 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
- TAYLOR, BERTRAN, WILLIAM, Brighton June 27 at 12 Bankruptcy bldgs, Carey st
- THOMAS, JOSEPH, Small Heath, Birmingham, Cab Proprietor June 23 at 11 174, Corporation st, Birmingham
- WHITE, JOHN, Crediton, Devon, Builder June 23 at 10.30 Off Rec, 9, Bedford Circus, Exeter
- WILLIAMS, MATTHEW EDWARD, Old Broad st, Solicitor June 22 at 1 Bankruptcy bldgs, Carey st
- AUDICTIONS.**
- ATKINS, WILLIAM HENRY, Hendon, Horse Dealer Barnet Pet June 8 Ord June 8
- BALL, NATHANIEL, Wrexham, Denbigh, Confectioner Wrexham Pet May 9 Ord June 9
- BAMBER, JOHN JOSEPH, Bacup, Lancs, Watchmaker Rochdale Pet May 9 Ord June 11
- BEDELL, ALBERT EDWARD, and HARRY BEDELL, Wakefield, Removal Contractors Wakefield Pet June 10 Ord June 10
- BRAY, ARTHUR, Hastings, Auctioneer Hastings Pet June 7 Ord June 9
- BRAY, JOHN, St Leonards on Sea, Auctioneer Hastings Pet May 26 Ord June 10
- BRAIL, DAVID DESIRÉ, Faraday Mans, Queen's Club Gdns, Kensington, Journalist High Court Pet April 7 Ord June 10
- CAPON, DAIRY EDITH, Streatham High Court Pet March 14 Ord June 7
- CROOK, WILLIAM JAMES, Croydon, Builder Croydon Pet May 16 Ord June 10
- CUMMING, JOHN BEELEY, Middlebrough, Barman Middlebrough Pet June 9 Ord June 9
- CUSSE, ERNEST, Broughton, Southampton, Medical Practitioner Southampton Pet June 10 Ord June 10
- DERBY, GEORGE HENRY, Commercial rd, Glass Dealer High Court Pet June 2 Ord June 10
- EASTON, HERBERT MIZEN, Brentford, Public-house Manager Brentford Pet May 4 Ord June 10
- FARR, THOMAS, Pontypridd, Builder Pontypridd Pet June 10 Ord June 10
- FRASER, ROBERT ATKIN, Warburton, Chester, Leather Merchant's Manager Liverpool Pet June 8 Ord June 8
- GUILLOU, JOHN, Gillingham, Kent Rochester Pet May 11 Ord June 9
- GWINNETT, GEORGE, Walsall, Ironfounder Walsall Pet June 8 Ord June 8
- HARRISON, JOHN, Egremont, Cumberland, Cattle Dealer Whitehaven Pet June 9 Ord June 9
- HAWKES, ROBERT CHARLES, Pockham, House Furnisher High Court Pet April 27 Ord June 9
- HIBBARD, CHARLES, Carisbrooke, I of W, Grocer's Assistant Newport and Hyde Pet June 11 Ord June 11
- HOLT, ALBERT ERNEST, Gt Ormesby Gt Yarmouth Pet June 10 Ord June 10
- HUGH, WILLIAM, Milford Haven, Pembroke, Brass Founder Pembroke Dock Pet June 10 Ord June 10
- JAMES, WILLIAM, Walsall, Insurance Agent Walsall Pet June 8 Ord June 8
- JOHN, LOTWIG, Senghenydd, Glam, Milk Vendor Pontypridd Pet June 9 Ord June 9
- LICKRISH, JOSHUA SIDNEY, Southampton Row High Court Pet March 11 Ord June 8
- LOGAN, JAMES GEORGE, Maidstone, Traveller Maidstone Pet June 11 Ord June 11
- MILLER, JAMES WILLIAM, Hove, Sussex, Carman Brighton Pet June 8 Ord June 8
- MONKHOUSE, THOMAS WILLIAM, Knaresborough, Yorks, Grocer York Pet May 9 Ord June 9
- NADIN, WILLIAM JOHN, West Worthing, Builder Brighton Pet June 9 Ord June 9
- ODDY, CHARLES EDWIN, Bradford, Rope Merchant Bradford Pet June 9 Ord June 9
- OLDFIELD, JOHN, Wellington Chambers, Buckingham gate, Law Student High Court Pet Feb 24 Ord June 8**
- PERRY, JOHN, Kidsgrove, Staffs, Draper Hanley Pet June 10 Ord June 10
- PHILLIPS, ENOCH, Pontypridd, Striker Pontypridd Pet June 10 Ord June 10
- RYAN, RICHARD, Pontotoc, Boot Dealer Merthyr Tydfil Pet June 10 Ord June 10
- SANFORD, MINNA, Wellington sq, Sloane sq High Court Pet June 9 Ord June 9
- SCOTT, WILLIAM HENRY BUTLER, Northumberland av, Charing Cross, Financial Agent High Court Pet Feb 20 Ord June 6
- SHIELD, SYDNEY, Newton Abbot, Devon, Hosier Exeter Pet June 10 Ord June 10
- SIMPSON, WILLIAM LANCELOT, Amlwch, Anglesey, Commercial Traveller Bangor Pet June 9 Ord June 9
- SMALE, WILLIAM JAMES, and SOPHIA SMALE, Swansea, Butchers Swansea Pet June 9 Ord June 9
- SMITH, JAMES WILLIAM, Gt Yarmouth, Carter Gt Yarmouth Pet June 6 Ord June 9
- SMITH, THOMAS, Leeds, Provision Merchant Leeds Pet May 21 Ord June 10
- STEPHENSON, BENJAMIN CHARLES, Taplow, Bucks, Dramatic Author Windsor Pet March 25 Ord June 7
- STEVENS, ROBERT, Husthwaite, Yorks, Builder York Pet June 9 Ord June 9
- STEVENSON, PHILIP LEAKE, Albermarle st, Piccadilly High Court Pet May 5 Ord June 9
- TOTTY, HARRY, Sheffield, Fruiterer Sheffield Pet June 9 Ord June 9
- WALKER, LAUNCELOT HENRY High Court Pet April 18 Ord June 10
- WHITE, JOHN, Crediton, Devon, Builder Exeter Pet June 10 Ord June 10
- WILLIAMS, DAVID SIVIA, Rhyl, Flint, Theatrical Manager Bangor Pet June 11 Ord June 11
- Amended notice substituted for that published in the London Gazette of June 3:
- SPARK, MATTHEW WILLIAM, Trimdon Grange, Durham Durham Pet June 1 Ord June 1
- Amended notice substituted for that published in the London Gazette of June 10:
- BROWN, SAMUEL BURDEKIN, Sheffield, Builder Sheffield Pet June 8 Ord June 8
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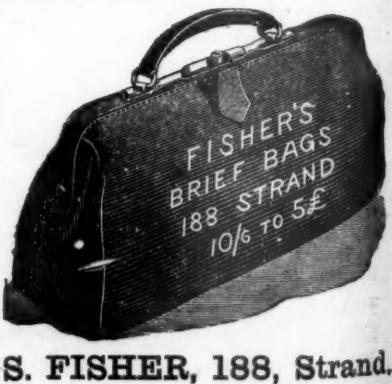
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